

Resolution No: 15-972  
Introduced: April 26, 2005  
Adopted: April 26, 2005

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Management and Fiscal Policy Committee

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**SUBJECT:** Collective Bargaining Agreement with Local 1664, Montgomery County Career Fire Fighters Association of the International Association of Fire Fighters, AFL-CIO

**Background**

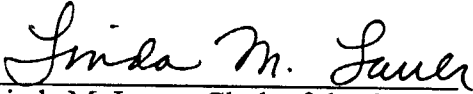
1. Section 510A of the Montgomery County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the Montgomery County Code implements Section 510A of the Charter. It provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the County Council.
3. Amendments to the existing contract between the County Executive and Local 1664, International Association of Fire Fighters, have been agreed upon. The Memorandum of Agreement is attached to this Resolution.
4. The County Executive has submitted to the County Council the terms and conditions of the collective bargaining agreement amendments that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Management and Fiscal Policy Committee considered the amendments at a worksession on April 21, 2005, and recommends approval of all provisions.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

**Action**

The County Council for Montgomery County, Maryland, approves the following resolution:

The County Council intends to appropriate the funds and approve the changes in law or regulations necessary to implement the amendments to the firefighters bargaining unit collective bargaining agreement, as specified in the Memorandum of Agreement attached to this Resolution, for the period July 1, 2005 through June 30, 2008.

This is a correct copy of Council action.

  
Linda M. Lauer, Clerk of the Council

**AGREEMENT BETWEEN MONTGOMERY COUNTY CAREER FIRE  
FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS, LOCAL 1664, AFL-CIO AND MONTGOMERY COUNTY  
GOVERNMENT, MONTGOMERY COUNTY, MARYLAND**

**FOR THE YEARS JULY 1, 2005, THROUGH JUNE 30, 2008**

Please use the key below when reading this regulation:

**Boldface**

Underlining

[Single boldface brackets]

\* \* \*

*Heading.*

*Added to existing agreement by proposed agreement.*

*Deleted from existing agreement by proposed agreement.*

*Existing language unchanged by proposed agreement.*

\* \* \*

**ARTICLE 2 - ORGANIZATIONAL SECURITY**

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**Section 2.3 Union Business**

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- C. All requests for administrative leave as defined in this Article 2 shall be submitted in writing by the Union to the Fire [Administrator] Chief or his/her designee no later than fourteen calendar days prior to the requested date. This advance notice period may be waived under extenuating circumstances by mutual agreement. Such requests shall not be unreasonably denied.

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**Section 2.5 Communication Distribution**

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- B. The President of the Union shall receive all [DFRS] MCFRS official department communications which affect bargaining unit employees.

**Section 2.9 Access to ["FIRES"] "FIREHOUSE" Data Base**

The County will provide to the Union a ["FIRES"] "FIREHOUSE" terminal with the necessary software, communication line, monitor, and printer. Security access will be limited to the [District] Battalion Chief level.

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**Section 2.11 Political Action Committee (PAC) Check-Off**

- A. Upon the presentation by the Union of a list of the individual employees covered by this Agreement who have signed written authorizations to have deducted from their paychecks contributions to the Union's PAC, the Union shall be entitled to have deducted from the paychecks of such employees on a bi-weekly basis contributions to the Union's PAC. Such authorizations shall be non-revocable and automatically renewed from year to year. Any voluntary political check-off form (i.e. the written authorization that the employees voluntarily sign) provided by the Union shall be in compliance with Federal and State election law requirements.
- B. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union's PAC. Whenever the Union notifies the Employer that an employee has authorized to have deducted from his or her paycheck contributions to the Union's PAC, the Employer shall begin such deductions no later than the second paycheck following the Union's notification. If the Employer fails to make the deduction within this period, the Union will notify the Employer of the error. Upon such notification, the Employer shall immediately correct the error.
- C. The Employer shall remit to the Union at least bi-weekly the aggregate contributions to the Union's PAC deducted from the paychecks of all employees who have signed written authorizations. The Employer shall also remit to the Union at least bi-weekly an itemized statement of the contributions to the Union's PAC deducted from the paychecks of all employees who have signed written authorizations.
- D. Neither the Employer nor its agents or representatives shall encourage or discourage employees from contributing to the Union's PAC. Neither the Union, its agents, representatives nor persons who work for the Union shall interfere with an employee's right to refrain from contributing to the Union's PAC.
- E. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any list, notice, form or assignment furnished under this Article.

- F. When a bargaining unit employee returns to work from a non-pay status, and upon appropriate certification by the Union that the employee has in writing authorized to have deducted from his or her paycheck contributions to the Union's PAC, the Employer shall commence deducting such contributions no later than the second paycheck following the Union's certification.

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## ARTICLE 6 - ANNUAL LEAVE

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### Section 6.3 Leave Year

The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31 falls. Prior to each December 31, employees shall indicate their preferences for annual leave to be taken during the following leave year and they shall be informed by [DFRS] MCFRS as to whether their selections are approved or disapproved. For employees covered by this agreement, annual leave selections shall be awarded on the basis of seniority.

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### Section 6.13 Annual Leave Slots

The number of vacation leave slots for 24-hour shift workers in the [Bureau] Division of Operations (field staffing) per day shall be equal to twelve percent (12%) of the sum of the average number of employees per shift as of October 1<sup>st</sup> and one-third of any career recruit class in session on October 1<sup>st</sup>. The number of vacation leave slots for day workers in the [Bureau] Division of Operations (field staffing) per day shall be equal to twelve percent (12%) of the day worker complement on October 1<sup>st</sup>.

The number of casual leave slots for 24-hour shift workers in the [Bureau] Division of Operations (field staffing) per day shall be equal to nine percent (9%) of the sum of the average number of employees per shift on October 1<sup>st</sup> and one-third of any career recruit class in session on October 1<sup>st</sup>. The number of casual leave slots for day workers in the [Bureau] Division of Operations (field staffing) per day shall be equal to nine percent (9%) of the day work complement on October 1<sup>st</sup>.

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#### Section 6.14 Casual Leave Procedure

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- B. The employee requesting casual leave shall request such leave not earlier than thirty (30) days before the requested date, and not later than 2100 hours on the day before the leave day being requested. An employee may contact the scheduler by telephone to determine leave availability at any time. If leave is available and granted within the above parameters, the scheduler will [complete a leave slip and forward it to the employee's assigned station] make appropriate TeleStaff entries and notifications. Requests for casual leave will be granted or denied by the Scheduler via telephone or TeleStaff, in accordance with the established number of leave slots available.

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#### ARTICLE 7 - SICK LEAVE

##### Section 7.1 Definition

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- D. Immediate family is defined in this Article as follows:
- the parent, stepparent, [spouse, brother or sister, child or stepchild, spouse's parent, grandparent, spouse's grandparent, grandchild or] legal guardian<sup>1</sup>, grandparent, spouse, domestic partner<sup>2</sup>, brother or sister, child or stepchild and
  - the parent, grandparent, child, grandchild or legal guardian of the bargaining unit employee's spouse or domestic partner.

The Chief Administrative Officer or designee may approve an employee's use of sick leave to care for an individual who lives with the employee in the employee's residence [and] or for an individual who is either [is] related to the employee by blood or has a close association with the employee [that is the] equivalent [of] to a

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<sup>1</sup> The term "legal guardian" refers to the person or persons to whom the care of the bargaining unit employee was assigned by court or other judicial body before the bargaining unit employee reached the age of majority.

<sup>2</sup> The term "domestic partner" is defined in Section 40.4 of this Agreement.

family relationship. [In extenuating circumstances, the Chief Administrative Officer or designee may authorize extension of this definition to other relatives.]

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## **Section 7.7 Sick Leave Use**

### **A. [Sick Leave Pilot Program.] Procedure**

The parties agree that the following sick leave usage procedure will apply.

During any consecutive twelve (12) month period, an employee who is scheduled to work 2,496 hours per year and who is unable, due to illness or injury, to report to work for more than seventy-two (72) consecutive work hours; an employee who is scheduled to work 2,184 hours per year and who is unable, due to illness or injury, to report to work for more than forty-eight (48) consecutive work hours; an employee who is scheduled to work 2,080 hours per year and who is unable, due to illness or injury, to report to work for more than forty (40) consecutive work hours; must obtain documentation from a physician or other licensed healthcare provider<sup>3</sup> confirming the employee was under the physician's or other licensed healthcare provider's care. Such documentation must be submitted upon the employee's return to work.<sup>4</sup>

- [1. The Union and the Employer agree to implement a one-year pilot program covering bargaining unit members' use of sick leave. The pilot program will begin on July 1, 2002, and end on June 30, 2003. During the one-year pilot program, employees may use accrued sick leave if approved by the employee's supervisor in accordance with established procedures applicable for normal sick leave usage. Additionally, during the pilot period, supervisors may request written certification from the employee's licensed health care provider on any occasion that misuse or abuse of sick leave is reasonably suspected, provided, however, that any such request

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3 The term "other licensed healthcare provider" does not include those individuals licensed through MIEMSS.

4 The documentation requirement discussed in Section 7.7.A. shall also apply to sick leave use for the care of "immediate family," as that term is defined in Section 7.1.D. of this Agreement.

shall be made on the day that the employee takes sick leave, unless the employee has been previously advised that written certification will be required.

2. At the beginning of the pilot period, the Employer will calculate the total, aggregate amount of sick leave used by all employees during the time period from July 1, 2001 through June 30, 2002. This figure will serve as the pilot program's baseline for sick leave usage. Sick leave use is defined as the use of sick leave, family sick leave, sick leave on work substitution, and family sick leave on work substitution. The Employer will calculate sick leave use by employees during the one-year pilot period, beginning July 1, 2002. At the end of the pilot program period all sick leave used, as defined above, will be aggregated. If the total amount of sick leave used by all employees in the bargaining unit during the one-year pilot program increases by more than 5,000 hours over the total amount of sick leave used during the baseline period from July 1, 2001 through June 30, 2002, the parties agree that the pilot program described in this Subsection A will be terminated, and that the Alternative Sick Leave Procedure of Subsection B, below, will apply during the remainder of the term of this Agreement.
3. However, if the use of sick leave by employees does not increase by more than 5,000 hours over the baseline amount of sick leave usage during the one-year pilot program, then the parties agree to continue the pilot program's leave usage procedure for an additional year, beginning July 1, 2003. If the pilot program is extended for an additional year, the Employer will monitor sick leave usage during the second year of the pilot program. At the end of the second year of the pilot program, all sick leave used, as defined above, will be aggregated. If the total amount of sick leave used by all employees during the second year of the pilot program increases by more than 5,000 hours over the total amount of sick leave used during the baseline period from July 1, 2001 through June 30, 2002, the parties agree that the pilot program described in this Subsection A will



be terminated, and that the Alternate Sick Leave Procedure of Subsection B, below, will apply during the remainder of the term of this Contract. Provided, however, if the use of sick leave by employees does not increase by more than 5,000 hours over the baseline amount of sick leave usage during the second year of the pilot program, then the parties agree to continue the pilot program's leave usage procedure during the remainder of the term of this Agreement.]

**[B. Alternate Sick Leave Procedure.**

The parties agree that the following sick leave usage procedure will apply beginning on July 1, 2003, if the pilot program described above is terminated on June 30, 2003, under the terms of Subsection A above. The parties further agree that the following sick leave usage procedure will apply beginning on July 1, 2004, if the pilot program described above is terminated on June 30, 2004, under the terms of Subsection A above.

1. During any consecutive twelve (12) month period, an employee on the 24/48 work schedule who uses more than three (3) shifts (or an equivalent number of hours) of sick leave that are not substantiated by an original medical certification from a licensed health care provider may have his/her use of sick leave restricted as defined in DFRS Policy 508.2. During any consecutive twelve (12) month period, an employee on either a 40 or 42-hour workweek may be similarly restricted after using more than four (4) shifts (or an equivalent number of hours) of sick leave that are not substantiated by an original medical certification from a licensed health care provider.
2. Supervisors may require an employee to provide medical certification from a health care provider any time that misuse/abuse of sick leave is reasonably suspected.]
1. The medical documentation obtained from the physician or other licensed healthcare provider will be forwarded to the Battalion Chief via the Station Officer upon the employee's return to work. The Battalion Chief may require the employee to obtain medical clearance from the Fire Rescue

Occupational Medical Section if he or she believes that the employee is not medically fit for full duty. An appointment with the Fire Rescue Occupational Medical Section will be scheduled via the Battalion Chief. The medical documentation from the Fire Rescue Occupational Medical Section will be forwarded to the Battalion Chief via the Station Officer, when the employee returns to their work site.

2. During any consecutive twelve (12) month period, an employee on a "24/48" work schedule may incur three (3) incidents of sick leave use (family or personal) without obtaining and submitting to the Employer medical documentation from a physician or other licensed healthcare provider.

  - a. When the employee has reached the above-described limitation on the use of sick leave (family or personal) without obtaining and submitting medical documentation, the Employer agrees that the Battalion Chief will counsel the employee that additional sick leave without the appropriate documentation from a physician or other licensed healthcare provider may result in the employee being placed on sick leave restriction.
  - b. If the employee is placed on sick leave restriction, the Employer may refuse to approve additional sick leave without the appropriate medical documentation.
  - c. If the employee uses additional sick leave and fails to obtain and submit the appropriate medical documentation, the Employer may charge the employee AWOL for the time the employee was absent from work.
3. When an employee on a "24/48" work schedule and on sick leave restriction uses sick without providing documentation from a physician or other licensed healthcare provider, the employee may be subject to:

  - a. being charged AWOL for the period of time that the employee was absent from work; and/or,
  - b. appropriate disciplinary action;

4. An employee on any other shift may be restricted from using sick leave after a like number of incidents uses, absent documentation. For example: employees assigned to a forty (42)-hour work week may be restricted from further sick leave use after the employee incurs four (4) incidents of sick leave use (family or personal) without obtaining or submitting medical documentation. Employees on a forty (40)-hour work week may be restricted from further sick leave use after the employee incurs four (4) incidents of sick leave use (family or personal) without obtaining or submitting medical documentation.
5. Battalion Chiefs may require an employee to provide medical certification from a physician or other licensed healthcare provider any time the Employer has reasonable cause<sup>5</sup> to believe that an employee is misusing/abusing sick leave. Examples of sick leave misuse/abuse may include:
  - a. repeated use of sick leave after a request for annual/compensatory leave has been denied;
  - b. repeated use of sick leave on the shift before or the shift after a Kelly day, holiday or weekend day;
  - c. use of excessive amounts of sick leave;
  - d. use of more sick leave than is earned per calendar year;
  - e. repeated use of sick leave when the work schedule is heavy,

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5 For purposes of this Section, the term "reasonable cause" means that the Employer has obtained information or has observed that the employee is abusing/misusing sick leave. The application of "reasonable cause," as set forth herein, will not serve to delay or deter the Employer from taking necessary action to address the abuse or misuse of sick leave. Hence, the Employer need not demonstrate at the outset that it has obtained information or that it has observed that the employee is abusing or misusing sick leave. Rather, "reasonable cause," as herein applied, means that the Employer agrees not to require an employee to furnish medical certification from a physician or other licensed healthcare provider unless it has a basis to believe that the employee is abusing or misusing sick leave.

- undesirable, or involves special projects or functions; or
- f. engaging in outside employment activities while using sick leave  
without prior approval.

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#### **Section 7.12 Procedure When an Employee Is Relieved from Duty**

The procedure outlined below will be followed whenever a supervisor relieves an employee from duty because of a perceived illness or injury:

\* \* \*

- B. Upon approval of the [DFRS Shift] Career Duty Operations Chief, the employee's supervisor will direct the employee to report to the Fire/Rescue Occupational Medical Section ([OMS] FROMS). If [OMS] FROMS is closed, the employee will be directed to the nearest hospital emergency room or walk-in clinic for an examination. In addition, if the employee must go to an emergency room or clinic, the Employer shall pay all costs associated with the examination.
- C. If recommended by the [OMS] FROMS or another physician, the [DFRS Shift] Career Duty Operations Chief or [Bureau] Division Chief may relieve the employee from duty. The employee may elect to use approved sick leave or leave without pay for the remainder of that shift only.

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#### **Section 7.14 Sick Leave Donor Program**

The Sick Leave Donor Program allows bargaining unit employees who have achieved merit system status to give additional sick leave to eligible bargaining unit employees who have exhausted all types of accrued leave.

A. **Approval of Sick Leave Donations; Employee Eligibility to Receive Sick Leave Donations**

1. The Fire Chief or his designee (other than the employee's supervisor), will approve a sick leave donation for an employee who reports to the supervisor, if the employee:
  - a. has completed their probationary period and achieved bargaining unit status;
  - b. has an extended illness or injury that causes the employee to be

- unable to work for more than seven (7) consecutive calendar days;
  - c. has requested leave;
  - d. has used all accrued annual leave, sick leave, personal leave, and compensatory time; and,
  - e. has submitted the following to the department head or the department head's designee (on another has submitted the following on the employee's behalf);
    - i. a completed Sick Leave Donation Form that lists the names of the employees who are willing to donate sick leave and the amount of leave to be donated by each; and
    - ii. medical documentation from a physician or other licensed healthcare provider stating that the bargaining unit employee is ill or injured and is unable to report to work.
- 2. In extenuating circumstances, the Fire Chief or designee, may waive the seven (7)-day waiting period for an employee.
  - a. Extenuating circumstances may include, but are not limited to, an employee who has used all leave for the employee's or an immediate family member's serious illness or injury.
  - b. The Fire Chief or designee may, in the Fire Chief's discretion, waive the seven (7)-day waiting period on the basis of any other "extenuating circumstance" or appropriate consideration.
- 3. In a leave year, the Fire Chief or designee may approve up to 1248 hours (2496-hour work year), 1092 hours (2184-hour work year), and 1040 hours (2080-hour work year) of donated leave for a bargaining unit employee.
- 4. The Fire Chief or designee must not approve a leave donation for an employee who:
  - a. has given written notice of retirement or resignation or has received written notice of separation from County employment;
  - b. is suspended, during the period of suspension; or
  - c. is taking a leave of absence that is unrelated to an extended illness or injury.

5. The Fire Chief or designee must not approve a leave donation for an employee who is eligible for, or is currently receiving, disability leave or another benefit under a County or State program that provides full income maintenance payments for illness or injury. However, if the benefit from the County or State program is for medical expenses, and not compensation for lost wages, the supervisor may approve a sick leave donation for the employee.
6. If an employee is using donated sick leave, and it is later determined that the employee is to receive Workers' Compensation and/or a service-connected disability retirement for the injury or illness for which the employee is using the donated sick leave, the donated sick leave the employee used, as well as any donated sick leave the employee has not yet used, will be returned to the donor(s) not later than two pay periods after the County determines, or a court of competent jurisdiction orders, the payment of Workers' Compensation and/or approval of a service-connected disability retirement.
7. Donated leave allotments will be provided as follows, until such time as the aforementioned donations have been depleted or the documented return to work date has been reached, whichever comes first:
  - a. up to one hundred and ninety-two (192) hours to employees who work a 2,496-hour work year;
  - b. up to one hundred and sixty-eight (168) hours to employees who work a 2,184-hour work year; and
  - c. up to one hundred and sixty (160) hours to employees who work a 2,040-hour work year.

**B. Employee Eligibility to Donate Sick Leave**

1. A full-time employee donor must keep a balance of at least 96 hours (2,496-hour work year), 84 hours (2,184-hour work year), and 80 hours (2,080-hour work year) of sick leave after donating sick leave.
2. Nothing shall preclude a Montgomery County Fire and Rescue Service bargaining unit employee from receiving sick leave donated by a County

bargaining unit employee, excluding a Police bargaining unit employee, who is not employed by the Montgomery County Fire and Rescue Service. Additionally, nothing shall preclude a Montgomery County Fire and Rescue Service bargaining unit employee from donating sick leave to a County bargaining unit employee, excluding a Police bargaining unit employee, who is not employed by the Montgomery County Fire and Rescue Service.

3. An employee-donor may specify the employee-donee to whom the employee donates sick leave and the precise number of hours of sick leave donated. The Employer will honor such specifications, consistent with the provisions of this Article.

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## ARTICLE 10 - DISABILITY LEAVE

### Section 10.1 Service Connected Injury

Upon certification of an employee's on-duty [Shift] Career Duty Operations Chief, approved by the Fire [Administrator] Chief or designee, and based on written certification by an employee's physician, if presented, that an employee is absent due to service-connected injury/illness, the employee shall immediately be placed on administrative leave until a determination concerning eligibility for compensation has been made by the Division of Risk Management, Department of Finance. It is further agreed that, if the disability status is denied by the Division of Risk Management, the employee's pay or leave balance shall be adjusted.

### Section 10.2 Disability Leave

#### A. Eligibility

An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment, must be paid the difference between normal County salary and the amount received under the workers' compensation law for a maximum period of eighteen (18) months of the temporary disability, except as set forth in 10.3 (b). [An employee may receive his/her full salary through a single check which will include any workers' compensation payment for temporary total disability. At the time the check is issued the employer will designate what portion constitutes workers' compensation payment and what portion constitutes the difference between workers'

compensation and the employee's full salary.] During the covered period of temporary disability, the Employer will adjust the employee's gross salary to account for the favorable tax treatment of the Workers' Compensation disability pay. Under no circumstances will the employee's adjusted net pay be less than 100 percent of the net pay that he or she received prior to disability designation. After 18 months, if the employee remains temporarily disabled [he/she] the employee may use accrued sick, annual or compensatory time to make up the difference between Workers' Compensation benefits and full salary. When incapacitated for regular work assignments, the employee must be required to accept other work assignments for the period of recuperation if found physically capable or be ineligible for disability leave. The ability of the employee to work will be determined by the County's Medical Examiner or such physician authorized by the Chief Administrative Officer.

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## ARTICLE 11 - FAMILY MEDICAL LEAVE

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### Section 11.5 Use of FMLA leave

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#### C. FMLA leave taken for medical purposes listed in section 11.2 C and D:

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7. If the supervisor has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member (including domestic partners and their children), the supervisor may require the employee to obtain, at the County's expense, a medical opinion from a second health care provider designated by the Fire/Rescue Occupational Medical Section. If the two opinions differ, the employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Fire/Rescue Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.

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10. When returning from 15 or more consecutive days of FMLA leave for the employee's serious health condition other than childbirth, the employee must be referred to the Fire/Rescue Occupational Medical Section for clearance to return to work.

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## ARTICLE 14 - OVERTIME

### Section 14.1 Policy

Overtime work may be authorized by the Fire [Administrator] Chief or designee when an employee is required to work in excess of the normally scheduled work day or workweek, subject to the following:

- A. Required overtime work must be authorized by the Fire [Administrator] Chief or designee.
- B. Overtime is paid at the monetary rate of 1 1/2 times the employee's gross hourly rate of pay (including pay differentials). Upon request, bargaining unit employees may be granted compensatory time at 1 1/2 times the excess hours worked in lieu of overtime pay.
- C. Overtime work will be compensated at the rate identified in (B) above in accordance with the following schedule for partial hours, until the date upon which the Employer implements the "electronic timekeeping technology" described below:
- [1 - 15 minutes = no compensation  
16 - 45 minutes = 30 minute overtime compensation  
46 - 60 minutes = 60 minutes overtime compensation]
- under 7.50 minutes = no compensation
  - 7.50 minutes – 15 minutes = 15 minutes overtime compensation
  - over 15 minutes – 22.50 minutes = 15 minutes overtime compensation
  - 22.50 minutes – 30 minutes = 30 minutes overtime compensation
  - over 30 minutes - 37.50 minutes = 30 minutes overtime compensation
  - over 37.50 minutes – 45 minutes = 45 minutes overtime compensation
  - over 45 minutes – 52.50 minutes = 45 minutes overtime compensation

- over 52.50 minutes – 60 minutes = 60 minutes overtime compensation,  
etc.

During the term of this Agreement the Employer intends to implement electronic timekeeping technology. As a result, bargaining unit employees will no longer be required to round overtime to the nearest seven (7) minute and thirty (30) second increment. Employees will report actual overtime worked. Upon implementation of this technology, subsection C above, will no longer be operative. The Employer will provide sixty (60) calendar days notice to the Union prior to implementation of the technology.

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- E. Personnel on Kelly will be offered the first opportunity to work overtime. All day work Kellys will be assigned a “shift equivalent” Kelly (i.e., A-1, B-1, C-1, A-2, B-2, C-2, etc.) [for overtime selection purposes, consistent with workload requirements as determined by management. If this does not result in sufficient personnel to fill the vacancies, schedulers shall exercise experience and fairness in determining which unit employee(s) to contact next as to availability for overtime work.] and shall be considered the “off-going” shift for days their shift work equivalent is the off-going shift and the “on- coming” shift for days that their shift work equivalent is the on-coming shift, as based on their “shift equivalent” (i.e., A, B or C).

Scheduling shall hire the bargaining unit employee with the least accrued overtime worked, year-to-date, before bargaining unit employees with higher accrued year-to- date overtime. The following order shall apply:

1. employees on Kelly Day will be provided the first opportunity for overtime;
  2. employees on the off-going shift will be provided the second opportunity for overtime; and,
  3. employees on the on-coming shift will be provided the third opportunity for overtime.
- F. The Chief Administrative Officer or designee may grant to eligible employees compensatory time at 1 1/2 times the excess hours worked when budgetary

limitations preclude the monetary payment of overtime compensation, except when the Fair Labor Standards Act requires overtime pay.

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#### **Section 14.2 Training**

All bargaining unit employees scheduled to attend classes or training necessary for the maintenance of certification, on their days off, shall be compensated at 1 1/2 times their regular pay rate for successful completion, with prior approval by the Fire [Administrator] Chief or designee.

#### **Section 14.3 Committee Assignments**

All bargaining unit members appointed to serve on a committee by the Fire [Administrator] Chief or designee shall be compensated consistent with Section 14.1 of this Article when required to attend a committee meeting on their day off.

### **ARTICLE 15 - CALL-BACK PAY; Stand-By Pay**

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#### **Section 15.5 Stand-by Pay**

##### **A. Definitions**

1. "Stand-by status" is a condition of employment whereby an employee is designated by the employee's department to be ready to be engaged in work. The employee must be in readiness to perform actual work when the need arises or when called. Employees on stand-by status are required to be available by telephone, radio, or pager when on stand-by.
2. "Stand-by pay" is the compensation paid to employees who are assigned to stand-by duty and who are required by their respective supervisors to remain available to report to work during and for a specified period of time beyond the employees' assigned work period.

B. Employees designated by a supervisor to remain available for work in a stand-by status shall be compensated at an hourly rate of fifteen percent (15%) of their regular hourly rate.

C. An employee in authorized stand-by status must provide the Employer with a telephone number where the employee may be reached or must be available and

able to be contacted through a communication device (e.g. radio or pager).

D. Assignment to authorized stand-by status includes the following conditions:

1. The requirement must be definite and the employee must be officially notified by the supervisor to remain on stand-by status.
2. the requirement must be continuous until such time as the employee is actually performing work, reporting for a scheduled work period, or specifically relieved from stand-by status.
3. Supervisors placing an employee on stand-by will advise the employee of the reason for the stand-by, and the approximate duration of the stand-by.
4. When placed on stand-by, an employee must be able to respond within a "reasonable period of time." In determining what constitutes a "reasonable period of time" for a given employee to respond when in stand-by status, the Employer will take into consideration the distance of the employee's residence from the location to which the employee must report, the time of day the employee is called back to duty (for the purpose of assessing traffic conditions), weather conditions, and other legitimate factors likely to affect the employee's response time.
5. When the stand-by is lifted, the supervisor will re-contact the employee and so advise the employee.

E. An employee shall not be eligible for stand-by pay while in callback, overtime or regular pay status.

F. Once an employee on stand-by status is directed to report for duty, the employee shall be compensated at the overtime rate of time and one half for each hour of work performed. Once the employee has completed the work assignment, the overtime compensation rate will cease and the employee will be considered either back on stand-by (and compensated accordingly) or off stand-by status.

## ARTICLE 16 - HOLIDAYS

\* \* \*

### Section 16.2 Holiday Benefit

Every eligible employee working a 2080-hour work year shall receive 13 hours of straight time pay as their holiday benefit, for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2184-hour work year shall receive 14 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this section. Every eligible employee working a 2496-hour work year shall receive 16 hours of straight time pay as their holiday benefit for every holiday not identified in paragraph 2 of this Section. In the alternative, bargaining unit employees may elect compensatory leave in lieu of straight time pay at [8, 9 or 10] 13, 14, or 16 hours consistent with the employee's annual work year. The benefit shall be recorded on the time sheet for the pay period in which the holiday falls and paid in the next pay check.

For Inauguration Day, Presidents' Day, Election Day, and Columbus Day every eligible employee may elect between the straight time pay as described in paragraph 1 of this section, or at their election, receive an alternate benefit of [10] 13, 14, or 16 hours of compensatory leave. The purpose of this alternative is to provide for an alternative day off on these days. It is the intent of the Employer to open the government for normally scheduled business on these days, and each employee normally scheduled to work should anticipate having to work on these days.

\* \* \*

### Section 16.4 Scheduling of Work on Holidays

As necessary, County fire and rescue services must be maintained. An employee may be required to work by the Fire [Administrator] Chief or designee on any day designated as a holiday.

\* \* \*

## ARTICLE 17 - SPECIAL DUTY DIFFERENTIALS

### Section 17.1 Disposition of [Special] Assignment Pay Differentials

An employee who is transferred, promoted, demoted, or re-appointed [will be compensated for special pay differential entitled to the incumbent of a position designated for the] to a position with an assignment pay differential will receive the designated differential. An employee who is transferred, promoted, demoted, or re-appointed from a position [entitled to a

special] with an assignment pay differential to a position [not so entitled] without the differential  
will forfeit [such additional compensation] the designated differential.

A. Hazardous Materials

Level III Assignment: \$1,637

Response Team Cert. \$407

Note: All bargaining unit personnel assigned to a Hazmat station or substation  
who are qualified as Hazmat Level III responders herein shall receive the  
assignment pay as specified herein.

B. Self Contained Breathing Apparatus Technician

Assignment: \$1,637

C. Fire Code Enforcement Division

Assignment: \$1,637

D. Fire Investigations Unit

Assignment: \$1,800

E. Fire Captain Serving as Station Commander \$2,887

Station Commander Pay shall be subject to satisfactory completion of established  
performance criteria/objectives as determined by the Employer.

F. Urban Search and Rescue Team (US&R)

Assignment: \$1,637

Response Team Cert: \$407

G. Swift Water Rescue Team/Underwater Rescue Team

Assignment: \$1,637

Response Team Cert: \$407

Assignment and Certification Pay differentials identified in section 17.1 subsections F and G will  
begin in the first full pay period-following July 1, 2006.

**Section 17.2 [Annual] Special Pay Differentials:**

A. EMT-B with I.V. Technician Certification \$2,000

All current Paramedics will receive assignment pay in the amounts specified in  
the parties' CBA of July 1, 2002, through June 30, 2005

[A.]

B. Cardiac Rescue Technician

Assignment: \$4,315

[Certification: \$1,669]

[B.]

C. Emergency Medical Technician - Paramedic

Assignment:

0-4 years EMT-P Svc \$5,830

5-8 years EMT-P Svc \$6,891

8+ years EMT-P Svc \$7,951

[Certification: \$2,550]

Note: Medics assigned to designated ALS first response apparatus stations will receive assignment differentials as determined by the terms of A & B above.

These four AFRA stations are currently designated: FS 08, FS 23, FS 25, and FS 29. Additional AFRA stations may be approved by joint agreement.

C. Hazardous Materials

Level III Assignment: \$1,637

Response Team Cert. \$ 407

Note: All bargaining unit personnel assigned to a Hazmat station or substation who are qualified as Hazmat Level III responders herein shall receive the assignment pay as specified herein.

D. Self Contained Breathing Apparatus Technician

Assignment: \$1,637

E. Fire Code Enforcement Division

Assignment: \$1,637

F. Fire Investigations Unit

Assignment: \$1,800

G. Fire Captain Serving as Station Commander \$2,887

Station Commander Pay shall be subject to satisfactory completion of established performance criteria/objectives as determined by the Employer.]

The differentials listed below in subsections D & E will only apply to paramedics hired after July 1, 2005:

- D. Paramedic (CRT, EMT-I, or current EMT-P) \$3,000  
E. CRT, EMT-I, and EMT-P Hourly Differential while riding ALS unit:

0 – 4 years certification \$2.00

5 – 8 years certification \$2.50

8 + years certification \$3.25

Only personnel MCFRS certified as a CRT, EMT-I, or EMT-P, and assigned to ride an ALS “transport” unit, are eligible to receive the hourly differential referred to in Section 17.2 subsection E.

Hourly differentials identified in Section 17.2 subsection E will be applied to all regular hours worked for bargaining unit personnel assigned as the EMS Training Coordinator(s).

\* \* \*

#### **Section 17.4 Impact of [Special] Pay Differential on Other Compensation and Benefits**

The assignment pay differentials listed above in section [17.2 given as assignment pay, amounts] 17.1 and the special pay and hourly differentials listed above in Section 17.2, shall be included in the employees' base pay for the purposes of computing overtime rates, any existing overtime cap and retirement. Amounts received as working out of class pay and multilingual and sign language pay differential in section 17.3 shall also be [added to] included in the employees' base pay [and shall be factored in when] for the purposes of computing overtime rates, any existing overtime cap and retirement. Employees eligible for Hazardous Materials Response Team certification pay [for one of the above differentials] in Section 17.1, subsection A will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.

\* \* \*

### **ARTICLE 19 – WAGES**

#### **Section 19.1 Wage Increase**

- A. Effective the first full pay period in July [2002] 2005, the base salary for all bargaining unit members shall be increased by [5] 3 percent.
- B. Effective the first full pay period in [July 2003] January 2006, the base salary for



all bargaining unit members shall be increased by [3.5] 1 percent.

C. Effective the first full pay period in July [2004] 2006, the base salary for all bargaining unit members shall be increased by [3.5] 4 percent.

D. Effective the first full pay period in January 2007, the base salary for all bargaining unit members shall be increased by 1 percent.

E. Effective the first full pay period in July 2007, the base salary for all bargaining unit members shall be increased by 5 percent.

\* \* \*

### Section 19.3 Pay Check Distribution

[During the term of this Agreement the Employer may, by mutual agreement, continue a system of mailing of all payroll checks or advices to the employee's home address. The parties will continue to mutually support the "direct deposit" of pay by bargaining unit employees.]

A. All employees hired on or after July 1, 2005 will be required to participate in the direct deposit of their bi-weekly paychecks.

B. All employees hired before July 1, 2005, will be required to participate in the direct deposit of their bi-weekly paychecks, effective July 1, 2006.

\* \* \*

## ARTICLE 20 - INSURANCE BENEFITS COVERAGE AND PREMIUMS

\* \* \*

### Section 20.11 Line of Duty Death Benefit

In the event of a bargaining unit employee's death in the line of duty, the designated beneficiary, beneficiaries or estate must receive the following lump sum payments:

A. Immediate payment of [\$5,000] \$15,000 toward funeral expenses. [In addition to this payment, the County will reimburse funeral expenses that exceed \$5,000, in an amount equal to the difference between \$5,000 and any funeral benefit reimbursement provided by the State under Article 41, §4-1002 of the Maryland Annotated Code] The County will pay an additional amount, not to exceed \$15,000, in funeral expenses to the designated beneficiary to cover funeral costs not reimbursed by the State of Maryland.

\* \* \*

## ARTICLE 22 - PREVAILING RIGHTS

## **22.1 Prevailing Rights**

Rights, privileges, benefits, and working conditions enjoyed by the employees at the present time, as listed below, except as modified by this agreement, shall remain in full force, unchanged and unaffected, during the term of this Agreement unless changed by mutual consent of the County and the Union:

\* \* \*

- F. Workplace provisions - the employer will supply, maintain<sup>6</sup> and make available the following items in reasonable and sufficient quantities at each fire station; refrigerator, oven, microwave, dishwasher, [washer] 2 washers, [dryer] 2 dryers, ice machine<sup>7</sup>, facsimile machine, laundry supplies, eating and cooking utensils, and reasonable local telephone service, so long as these items were purchased with tax dollars. The [employer] Employer also agrees to use its "best efforts" to ensure that the following items are in sufficient supply at each station: laundry detergent, bleach, paper towels, soap (dish and hand), scouring pads and toilet paper. Finally, the Employer agrees to maintain in each County-owned worksite a Heating, Ventilation and Air Conditioning (HVAC) system<sup>8</sup>.

\* \* \*

- Q. One piece of mutually agreed upon suitable aerobic equipment at the Emergency Communications Center (ECC) for use by ECC employees.
- R. Matters subject to bargaining as specified under Section 33-152(a) of the County Code as amended shall remain in effect as specified under the 1986 Montgomery

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6 As applied in this provision, the parties understand the term "maintain" to mean that the Employer will make reasonable efforts to ensure that the items referenced herein are kept in working order and that, if an item referenced herein should fall into disrepair, the Employer will take necessary steps to ensure that the item is either repaired or replaced.

7 The ice machines at each fire station shall be of adequate size and of commercial quality, such that the ice machines are able to provide an adequate supply of ice for use in apparatus coolers.

8 The Employer agrees that it will make reasonable efforts to ensure that working HVAC systems are maintained at worksites not owned by the County to which bargaining unit employees of the Montgomery County Fire and Rescue Service are assigned.

County Personnel Regulations (as amended on March 19, 1987, and August 25, 1988) unless otherwise modified by this Agreement.

**Section 22.2 Notice and Opportunity to Submit Comments**

- A. Prior to the implementation of any new or revised Directive, Safety Bulletin, Policy, Procedure, or Instructions relating to or affecting bargaining unit employees, the Employer shall provide the Union with written notice and an opportunity to submit comments.
- B. Such written notice shall be addressed to the President of the Union, and shall be sent to him by regular and electronic mail. Such written notice shall include an explanation and/or description of the new or revised Directive, Safety Bulletin, Policy, Procedure or Instruction and the date on which the Employer intends to implement it.
- C. The Union shall have thirty (30) calendar days from the date upon which the President of the Union receives written notice to submit written comments or, if appropriate, proposals regarding the new or revised Directive, Safety Bulletin, Policy or Procedure or Instruction. During the thirty (30)-day period, the Union may request to meet and confer with the Employer regarding the new or revised Directive, Safety Bulletin, Policy or Procedure or Instruction. The Employer will make all reasonable efforts to accommodate the Union's request to meet and confer. If the Union submits proposals on negotiable matters, the parties shall meet to discuss such proposals during and, if necessary, after the expiration of the thirty (30)-day period.
- D. If a bargaining unit employee is disciplined or negatively appraised on his or her

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9 The parties understand and agree that the term "Instruction" refers to:

- A. a written explanation provided by the Division Chiefs or the Fire Chief regarding the processes and/or procedures associated with the implementation of a new or revised Directive, Safety Bulletin, Policy or Procedure; or,
- B. written explanation/clarification provided by the Division Chiefs or the Fire Chief regarding an existing Directive, Safety Bulletin, Policy or Procedure that deviates from an established past practice.

performance evaluation, and such discipline or negative appraisal is related to the implementation of any new or revised Directive, the Employer shall have the burden to demonstrate that the Union was provided notice and opportunity to submit written comments on such Directive, Safety Bulletin, Policy, Procedure or Instruction. The above-described "burden" shall be in addition to, rather than in lieu of, the Employer's burden of proving by a preponderance of the evidence in an arbitral proceeding the employee's culpability for the disciplinary infraction with which the employee was charged.

## ARTICLE 23 - HOURS OF WORK

\* \* \*

### Section 23.2 Operations Day Work

All day work personnel assigned to the [Bureau] Division of Operations will work four (4) ten (10) hour shifts every week for forty 40 hours every seven (7) days.

### Section 23.3 Fire & Explosives Investigations Section

Hours of work for bargaining unit [Division of] employees assigned to the Fire Investigations [personnel,] Section shall be an average of [42] forty-two (42) hours per week[, and]. Such employees shall work [2-12] two (2) twelve (12)-hour days and [2-12] two (2) twelve (12)-hour nights, and [have 4] will be provided four (4) days off during a work cycle. Alternate work hours, mutually agreed upon by the County and Union, may be implemented during the duration of this contract. Bargaining unit members notified of the requirement to remain available to report for duty during non-working hours shall receive stand-by pay consistent with Article 15.5.B. Upon being called back to duty, the bargaining unit member will be provided overtime pay, consistent with Article 15.

### Section 23.4 Training and Prevention

All day work personnel assigned to the Fire [Prevention] Code Enforcement Section and Training Section will work four (4) ten (10) hour shifts every week for [40] forty (40) hours every seven (7) days.

### Section 23.5 Emergency Communications Center

- A. The parties recognize the challenges associated with optimal staffing in the Communications Center environment. In view of these challenges, the parties

have agreed that the options for hours of work will be established that will ensure continuity of service, optimal staffing, and improved morale. Hours of work for bargaining unit Emergency Communications Center (ECC) personnel shall be an average of forty-two (42) hours per week and shall primarily be a work shift that provides for twenty four (24) hours on and forty-eight (48) hours off with the inclusion of appropriate Kelly days. Early relief up to two hours is authorized if approved by the Station Officer.

B. Additional work hour options shall be available to bargaining unit employees which include:

1. two (2) twelve (12)-hour days and two (2) twelve (12)-hour nights with four (4) days off;
2. two (2) twelve (12)-hour shifts and one (1) twenty-four (24)-hour shift with five (5) days off; and
3. four (4) twelve (12) hour-periods during a swing shift with four (4) days off.

C. These additional work hour options in B. are available to employees as alternatives to the primary work hours of twenty-four (24) hours on and forty-eight (48) hours off and may be selected by individual bargaining unit employees in ECC after consultation with and agreement by the Union and the Employer, in consideration of operational needs.

D. Every effort will be made to ensure that bargaining unit employees assigned to ECC will be given the opportunity to work in Operations a minimum of one twenty-four (24) hour shift per month. In addition, all medics assigned to ECC will be detailed to Operations to ensure maintenance of their medic certification, as established by the Montgomery County Fire and Rescue Services.

**Section [23.5] 23.6 Absent Without Official Leave \* \* \***

**[Section 23.6 Hours of Work Configuration – Option 1**

In the event the following hours of work are in effect upon the effective date of this agreement they shall continue in effect in lieu of those hours set forth in section 23.1 - 23.3 of this Article. If the following hours are not in effect at the effective date of this agreement they may be implemented by the Employer in its sole discretion with at least 60 days notice to the

bargaining unit and the hours of work established in 23.1 - 23.3 will not be in effect thereafter.

These hours can only be revoked during the agreement period by mutual consent.

**A. Hours of Work for Operational Personnel**

Hours of work for employees other than those listed below, shall be 48 hours per week, and such employees shall work two 24 hour shifts per week. Early relief up to two hours is authorized if approved by the Station officer.

**B. Hours of Work for Operations Day Work, Fire Prevention, and Training**

All day work personnel assigned to the Bureau of Operations, Fire Prevention, and Training will work four (4) ten (10) hour shifts every week for 40 hours every seven days.

**C. Hours of Work for Communications**

Hours of work for bargaining unit Communications Division personnel, shall be either 2-12 hour days and 2-12 hour nights and have 4 days off or 4-12 hour periods during a swing shift and have 4 days off. These hours will result in workweeks of either 48 hours or 36 hours. Over an eight week period, work hours rotation for Communication Division employees' will result in 4 weeks of 48 hours (40 regular hours and 8 hours of scheduled overtime) and 4 weeks of 36 hours.

### **Section 23.7 Hours of Work Configuration - Option 2**

Notwithstanding the requirement for hours of work as set forth under sections 23.1 through 23.4 of this Article, the parties agree that on the effective date of this Agreement, the Employer in its sole discretion may implement, with at least 60 days notice to bargaining unit employees and to the Union, changes in the hours of work configuration so as to provide for two shift schedules described below. If these schedules are implemented, all bargaining unit employees in the DFRS Bureau of Operations, exclusive of Operations Day Work personnel, personnel working in the Emergency Communications Center, and personnel working in Training and Prevention, shall work either the following Schedule 1 or Schedule 2:

Schedule 1 - Two fixed 24-hour shifts each week (exclusive of unscheduled overtime) either a Sunday/Wednesday shift schedule or a Wednesday/Saturday shift schedule.

Schedule 2 - 24 hour shifts, such that employees work shift work 24 hours on and 48 hours off, with an inclusion of a Kelly Day off as appropriate so that employees work 48 hours each week (exclusive of unscheduled overtime). All employees working this Schedule 2 shall have either a Sunday, Wednesday, or Saturday "Kelly" Day. Early relief of up to two hours is authorized for employees working either schedule, if approved, by the Station Officer. If implemented, these hours of work can only be revoked during the period of this Agreement by mutual consent of the Union and the Employer.]

**Section [23.8] 23.7 Hours of Work for Part-time Employees \* \* \***

\* \* \*

## **ARTICLE 26 - PERSONNEL FILES/RECORDS**

### **Section 26.1 Examination**

An employee, upon presenting [his/her] identification, shall be permitted by appointment to examine [his/her] the employee's personnel, departmental operating, supervisory, or medical files. The employee shall indicate in writing, to be placed in [his/her] the employee's file, that [he/she] the employee has examined the same. The custodian of medical records may determine, consistent with State law, that certain medical information will only be released through the physician or attorney of the employee upon receipt of a signed release from the employee. Medical records will be maintained in accordance with Section 26.6 of this Article. The County may retain and store records in various formats, including as electronically imaged documents. The records of the [DFRS] MCFRS Internal Affairs Division (IAD) are not personnel records.

## Section 26.2 Employee Notification

\* \* \*

The log kept in the employee's medical record must record the names of all persons who review this file, and each date when the file is reviewed. Provided, however, that employees and contractors of the County's Fire/Rescue Occupational Medical [Services] Section are not required to make entries in a log when they access an employee's medical record.

## Section 26.3 Official Personnel File

\* \* \*

B. The documents in the official personnel file are limited to:

\* \* \*

9. commendations; and

\* \* \*

## Section 26.4 Departmental Operating Record

A. A department director may maintain employee records necessary for program level operations. Operational records must not contain any information about an employee's [physical] medical or psychological condition.

\* \* \*

## Section 26.6 Access to Employee Records

Official personnel file, department operating record, and supervisory file. A non-medical employee record is confidential and is available on a need-to-know basis to:

1. the employee's supervisor or the [DFRS] Fire Chief or designee<sup>10</sup>;

\* \* \*

## Section 26.7 Medical Record

\* \* \*

B. The OHR Director must limit the medical record of an employee to:

\* \* \*

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<sup>10</sup> The parties understand and agree that the term "designee" refers to an individual including the Promotional Board and administrative staff and not an entity (e.g. a division or department, etc.). The parties further recognize, however, that the Fire Chief may designate different individuals to access the above-referenced "Employee Records" at various times.



4. A request by the employee's supervisor or the [DFRS] MCERS Chief for an additional or special medical examination and the record of an action taken in response to the request;

\* \* \*

#### **Section 26.8 Fitness Record**

- A. The Exercise Physiologist must maintain the fitness record of each bargaining unit employee.
- B. Employee fitness records will consist of, and will be limited to: aerobic capacity, body composition, flexibility, muscular strength, muscular endurance and non-medical, fitness-related information.
- C. The employee fitness record is confidential, and access to an employee's fitness record shall be limited to the Department Exercise Physiologist and the Peer Fitness Trainer performing the fitness assessment. Files will be kept in a secure location under lock and key.
- D. The purposes of the fitness record are to evaluate the fitness level of the employee to whom it pertains and to make recommendations for maintaining or improving the employee's level of fitness. Neither an employee's fitness record nor any of the information contained therein will be used to:
  1. evaluate the employee's job performance;
  2. discipline the employee;
  3. evaluate an employee's workers' compensation or disability claim; or
  4. take any other personnel-related action adverse to the employee.

#### **Section 26.9**

- A. The parties agree that settlement agreements, memoranda of understanding and last chance agreements shall be kept in the Administrative Services Section File, provided that such settlement agreements, memoranda of understanding and last chance agreements and all references thereto shall not be retained in the Administrative Services Section File after the date upon which such settlement agreement, memorandum of understanding or last chance agreement expires.
- B. The Administrative Services Section File shall be accessible only to the Fire Chief, the Division Chief of Administrative Services, the Administrative Services

Assistant Chief, the Administrative Services Battalion Chief and the  
Administrative Services Captain.

**Section [26.8] 26.10 Expungement** \* \* \*

\* \* \*

**ARTICLE 28 - TRANSFERS**

\* \* \*

**Section 28.5 Notice of Transfers**

Bargaining unit employees shall be notified in writing at least two (2) weeks in advance that they are subject to involuntary transfer. The employer shall advise the affected employee of the reasons for the transfer. Upon notification a bargaining unit member subject to an involuntary transfer shall have seven (7) calendar days to reply as to any reasons why [he or she] the employee does not wish to be transferred and/or submit a transfer request indicating an interest in a position on the station personnel vacancy list. The Fire [Administrator] Chief or designee will carefully consider any reasons submitted by the employee before proceeding with any transfer.

\* \* \*

**Section 28.7 Voluntary Transfers**

Voluntary transfers shall be given serious consideration over involuntary transfers, provided that the voluntary transfer applicant meets the minimum qualifications for the vacancy. An employee may submit a request for a voluntary transfer after having completed 24 months service following [his/her] the employee's initial appointment date as a career fire fighter/rescuer. At such times that only one bargaining unit employee has requested a voluntary transfer to a vacant position, the employer will consider transferring an employee who has spent less than the prescribed period of time in the employee's current assignment. A bargaining unit employee who seeks a voluntary transfer shall submit [his/her] a request through the chain-of-command to the appropriate [bureau chief] Division Chief. Within 30 calendar days of receiving the request, the [bureau chief] Division Chief shall inform the employee if the request is granted, held, or denied. The employee seeking a voluntary transfer may ask (in writing) that the transfer request be held for a period not to exceed six months. A transfer request that is held at the employee's request remains valid until the desired transfer is granted, the employee rescinds the transfer request, or the hold period expires, whichever occurs first. If, at the end of the hold period, the

desired transfer has not been granted and the employee has not rescinded the request, the [bureau chief] Division Chief must inform the employee if the request is granted or denied.

## ARTICLE 29 - PROMOTIONS

\* \* \*

### Section 29.2 Reference Materials

The Employer shall identify and make available study materials as described below ninety (90) calendar days prior to the examination. Included in the list of study materials shall be the address of the publishers of the study material. The Employer shall provide copies of study materials as follows:

\* \* \*

- B. six sets to be placed at locations agreed to by the President of the Union and the Fire [Administrator] Chief or designee.

\* \* \*

### Section 29.6 Class Schedule for Promotions

Classes required for promotion through [Master Fire Fighter/Rescuer] Fire/Rescue Captain will be scheduled both for the spring and fall semesters on a shift rotation basis.

## ARTICLE 30 - DISCIPLINE

\* \* \*

### Section 30.2 General Procedures

- A. The parties recognize the importance of completing an investigation of a bargaining unit employee in as timely a manner as possible. However, when an employee has been the subject of an investigation, and a determination is made not to propose a disciplinary action, the designated proposing official will issue a letter indicating that the employee has been cleared or that the investigation has been closed without action. Such letter shall be issued to the employee subject to the investigation or proposed disciplinary action as soon as practicable, normally within thirty (30) calendar days of when the case involving the employee is closed. The letter will not be placed in the employees' Official Personnel File, unless the employee indicates in writing that he or she prefers that the letter be contained in his or her Official Personnel File.

[A.]

B. Whenever the Employer proposes to discipline an employee, the Employer shall issue a Statement of Charges to the employee within a reasonable period of time after the Employer knows or reasonably should have known of the event giving rise to the proposed discipline. Before taking a disciplinary action other than an oral admonishment, the employer must give the employee a statement of charges that tells the employee:

\* \* \*

3. that the employee may respond orally[, and/or in writing[, or both];
4. [who] the official to [direct] whom the response is to be directed;
5. the deadline for submitting a response; [and]
6. that the employee may be represented when responding to the statement of charges; and
7. that [they have] the Union has a right to request a Pre-Discipline Settlement Conference.

[B.]

C. Upon in-hand receipt of the [statement] Statement of [charges] Charges, [an] the employee shall have ten (10) (County business) days to submit a written response. Any response must be received in the Office of the Fire Chief no later than the close of business ((ten) 10 County business) days after receipt of the SOC. If the employee responds to the statement of charges, the Employer must carefully consider the response and decide:

\* \* \*

[C.]

D. The Employer must issue a new Statement of Charges prior to the issuance of a NODA, if the Employer decides that a more severe disciplinary action is appropriate.

[D.]

E. If the Employer decides to implement the disciplinary action, the Employer shall issue a Notice of Disciplinary Action within a reasonable time, usually thirty (30)

days, after the employee has submitted [his/her] a response to the Statement of Charges. A notice of disciplinary action must contain the following information:

\* \* \*

[E.]

F. A grievance may be filed in accordance with Article 38 of the Agreement within [20] twenty (20) calendar days of the employee's in-hand receipt of the final [notice] Notice of [disciplinary action] Disciplinary Action.

### **Section 30.3 Disciplinary Examinations**

\* \* \*

B. If an employee requests to be represented at such an examination, the employer will delay the examination for a reasonable period of time, to permit the employee the opportunity to arrange representation. The examination will be delayed for up to eight hours, if there are eight hours available between the time of the employer's demand for an examination and 5:00 p.m. on the same calendar day. If a delay of eight hours will extend beyond 5:00 p.m. on the same calendar day, the examination will be held no later than 9:00 a.m. on the following calendar day, unless the parties have mutually agreed to a different time.

\* \* \*

D. The Union shall have no right to represent an employee who is examined as a witness or third party in any investigation or to represent an employee who is being counseled by a representative of the Employer concerning conduct, performance, or any other similar work-related matter. However, if the employee learns during the course of the witness/third-party investigation that the employee may be subject to discipline, the employee may request Union representation pursuant to Section 30.3B, above.

\* \* \*

### **Section 30.4**

The following provisions shall apply only to disciplinary examinations involving a Fire Investigator's use or exercise of police authority.

- A. Prior to any interview or examination of a Fire Investigator, for which there may be criminal or civil implications<sup>11</sup>, the Fire Investigator shall be advised of the nature of the investigation.
- B. At the request of the Fire Investigator under investigation for conduct that may have criminal or civil implications, the Fire Investigator shall have the right to be represented by counsel or any other representative of the Fire Investigator's choosing. The employee's counsel or other representative may, in the discretion of the employee, be present at any interview or examination connected to an investigation for conduct that the Employer reasonably believes may result in a criminal investigation/charge or a civil action.
- C. If the Fire Investigator requests to be represented at such an examination having criminal or civil implications, the Employer will afford the Fire Investigator a reasonable amount of time to arrange for representation, normally forty-eight (48) hours.
- D. If a Fire Investigator is examined as a witness or third-party, and it becomes evident that the Fire Investigator may be implicated in conduct for which there may be criminal or civil implications, the Fire Investigator shall have the right, upon request, to be represented by counsel or a representative of the Fire Investigator's choosing.

**Section 30.5 Time, Place and Manner of Interviews/Examinations Conducted at the Internal Affairs Section**

- A. Any interview or examination conducted by the Internal Affairs Section pursuant to Sections 30.3 and 30.4 of this Article shall take place at the Internal Affairs Section office, the Union Office, or at any other place to which the parties mutually agree.
- B. Employees interviewed or examined pursuant to Sections 30.3 and 30.4 of this Article shall be provided with reasonable breaks.

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<sup>11</sup> For purposes of this Section, the phrase "criminal or civil implications" means that the conduct for which the Fire Investigator is being interviewed or examined, if established, would likely result in a criminal charge or a civil action being filed against the Fire Investigator.

**Section 30.6 Access to Records**

Upon issuance of a Statement of Charges, the Employer shall provide the employee or the employee's counsel or chosen representative with:

- A. witness and/or complainant statements used in connection with any charge (these statements will be sanitized - name address and phone number deleted);
- B. a copy of the investigation file, including any and all transcripts; and,
- C. any and all exculpatory information in the possession of the Employer.

This information shall be provided free of charge.

**ARTICLE 31 - UNION MEMBERSHIP ON APPARATUS SPECIFICATIONS  
COMMITTEE**

The Apparatus Specifications Committee shall be administered pursuant to [DFRS] MCFRS Policy. The Union President shall appoint a bargaining unit employee for one bargaining unit position on the Committee. Subjects of the Committee shall include but not be limited to:

\* \* \*

**ARTICLE 32 - UNION MEMBERSHIP ON SELF CONTAINED BREATHING  
APPARATUS ADVISORY COMMITTEE**

- A. The SCBA Advisory Committee shall be administered pursuant to [DFRS] MCFRS Policy. The Union President shall appoint a bargaining unit employee for one bargaining unit position on the Committee. The Committee shall have the responsibility to discuss, review and recommend standards on SCBA equipment, use, maintenance and related matters in light of OSHA, NIOSH and NFPA 1500.

\* \* \*

**ARTICLE 33 – [DFRS] MCFRS AWARDS COMMITTEE AND EMPLOYEE  
RECOGNITION**

- A. The awards and recognition procedures shall be administered pursuant to established policy and procedure. The Union President shall nominate three bargaining unit employees for each of the two bargaining unit positions on the [DFRS] MCFRS Awards Committee. The Fire [Administrator] Chief or designee

will then appoint, from these six nominees, one employee to each of the two bargaining unit positions on the [DFRS] MCFRS Awards Committee.

- B. The Union representatives on the [DFRS] MCFRS Awards Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

\* \* \*

#### **ARTICLE 34 - LABOR MANAGEMENT COMMITTEE**

- A. There shall be a Labor Management Committee consisting of four (4) Union representatives assigned by the Union President and four (4) Employer representatives. This Committee shall meet [monthly] at least quarterly to discuss all matters of mutual concern. [This Committee shall have the authority to make recommendations to the Union and the Fire Administrator or designee. This Committee shall have no power to add to or amend any existing collective bargaining agreement between the parties or to discuss or adjust any pending grievance(s). The Employer and the Union shall exchange agenda items one week in advance of each meeting.] However, upon the request of any four (4) members, the Committee may meet more often than quarterly. The four (4) members requesting to convene a meeting will provide the other members with as much advance notice as practicable.
- B. This Committee shall have the authority to make recommendations to the Union and the Fire Chief or designee. This Committee shall have no power to add to or amend any existing collective bargaining agreement between the parties or to discuss or adjust any pending grievance(s). The Employer and the Union shall exchange agenda items one week in advance of each meeting.
- C. The parties are encouraged to form sub-committees to address matters requiring the input of persons with technical or specialized knowledge and/or experience. The Fire Chief and the Union President shall designate such sub-committees upon the request of the Labor-Management Committee. Such sub-committees shall consist of an equal number of Employer and Union representatives. Such representatives shall be chosen by the Fire Chief and the Union President. The



meeting schedules and charge of a given sub-committee shall be established jointly by the Fire Chief and the Union President. Each sub-committee shall make recommendations to the Labor-Management Committee regarding the matter(s) the sub-committee is charged to address. The Labor-Management Committee shall, in turn, review the recommendations of the sub-committees and, upon the consensus of the Committee, forward such recommendations to the Fire Chief and the Union President for consideration.

[B.]

- D. The Union representatives on the Labor Management Committee shall be considered to be on a detail if working during these meetings. Hour for hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

**Section 34.1 Committee Appointments**

- A. The parties acknowledge that the Employer may, from time to time, form committees in addition to those to which this Agreement specifically refers, to discuss and/or provide recommendations addressing various matters relating to or affecting bargaining unit employees.
- B. In the interest of labor-management cooperation, the parties agree that any committee, discussion group, or like entity formed by the Employer to discuss and/or provide recommendations regarding any matter(s) relating to or affecting bargaining unit employees will include an appropriate number of Union representatives. Bargaining unit employees who serve on such committees, discussion groups, or like entities will be selected by and within the sole discretion of the President of the Union.
- C. Prior to the formation of any such committee, discussion group, or like entity, the Employer will notify the President of the Union as soon as practicable, normally at least ten (10) business days prior to the first scheduled meeting of such committee, discussion group, or like entity.

## ARTICLE 35 - HEALTH AND SAFETY

### Section 35.1 Joint Health and Safety Committee

- A. The Employer shall take all reasonable steps to preserve and maintain the health and safety of its employees. [and to] To that end, the Employer agrees to [establish] maintain a Joint Health And Safety Committee to be composed of three (3) members from the bargaining unit appointed by the President of the Union [from the bargaining unit] and three (3) members appointed by the Fire [Administrator] Chief or designee. [The Committee will meet at the request of any three members upon notice. The Chairperson shall serve for six (6) months and shall be selected alternately from among the three (3) members selected by the Employer and the three (3) members selected by the Union.] The Committee shall:
- [A.] 1. study, review and evaluate any working conditions [which] that affect the health and/or safety of employees;
- [B.] 2. study, review, and evaluate any equipment used or contemplated for use by the [DFRS] MCFRS; and
- [C.] 3. study, review, and evaluate existing or anticipated procedures affecting the health and/or safety of employees.
- B. The Committee shall meet at least quarterly. However, upon the request of any three (3) members, the Committee may meet more often than quarterly. The three (3) members requesting to convene a meeting will provide the other members with as much advance notice as practicable.
- C. The Committee may convene a meeting of fewer than six (6) members. However, the Committee shall not convene a meeting of fewer than two (2) members from each side (i.e. two (2) members appointed by the President of the Union and two (2) members appointed by the Fire Chief). From time to time, additional individuals may be invited to attend meetings to assist the Committee in its activities and deliberations. Such "additional individuals" shall not have the authority to vote on Committee recommendations (see subsection E, below).

- D. The Committee shall appoint, on a rotating basis, a Chairperson, who shall serve in that capacity for one (1) year. The Chairperson shall be selected, alternately, by the President of the Union and the Fire Chief.
- E. Either party may refer any matter to the Committee[ and, after due consideration, the Committee or any three (3) members thereof may make such recommendation(s) deemed appropriate to the Fire Administrator or designee. The Fire Administrator or designee shall consider the recommendations and respond within a reasonable time]. It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief and the Union President for their review. In any event, each member of the Committee will be provided ten (10) business days to review and sign-off on Committee recommendations. If the Committee member does not review and sign-off on a Committee recommendation within ten (10) business days, the recommendation will be submitted to the Fire Chief and the Union President with the endorsement of the Committee.
- F. The parties agree that the Committee may make recommendations to the Fire Chief concerning incidents involving serious injuries, "near misses," or fatalities involving bargaining unit employees. The Committee may review the facts and circumstances of the incident(s) through the Department's investigative file or report, subject to the confidentiality of personnel and other records. To this end, the County will redact from the file or report any confidential personnel information. This provision shall not impede or limit management rights set forth in Article 5 of this Agreement or the Fire Chief's right to take corrective action or impose discipline prior to receiving the Committee's recommendation(s).
- G. The Union representatives on the [Joint Health and Safety] Committee shall be considered to be on a detail if working during these meetings. [Hour for hour] Hour-for-hour compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

**[Section 35.2 Emergency Communications Center**

The employer shall purchase five (5) "Domore 3312HB" chairs for the ECC Operations room within 30 days of July 1, 1999, and shall purchase two additional chairs of the same make and model within 30 days of July 1, 2000. Within 30 days of July 1, 2001, the employer shall replace a minimum of three "Domore 3312HB" chairs in the ECC operations room with new chairs of the same make and model (additional new chairs to be purchased in any fiscal year during the term of this agreement as needed). The employer shall make repairs to all chairs in the ECC operations room without regard to when they are scheduled to be replaced. The manufacturer, make and/or model of the chairs identified in this paragraph may be changed at any time if agreed to in writing by both parties to this agreement.]

**Section [35.3] 35.2 Personal Safety Training \* \* \***

**Section [35.4] 35.3 Wellness/Fitness Program**

[Consistent with Section B-1 of the Fitness Component of the Memorandum of Agreement - Fire/Rescue Wellness Initiative of 2000, the fitness work plan of the Wellness/Fitness Initiative will be comprised of three components: Education, Fitness and Research.

Education: The Employer and the Union will seek available educational materials to improve the overall fitness of all personnel. This is to include reading materials, educational seminars, and in-house programs.

Fitness: Each employee will receive a personal fitness assessment. This assessment will provide a baseline for each employee. Each employee will be given a fitness prescription that may provide a combination of nutritional advice, and strength and aerobic training.

Research: Baseline data will be gathered to be used to improve the overall fitness of the entire workforce.

The fitness assessment is non-punitive and is not performed on a pass/fail basis. Individual fitness performance will be compared to baseline data for appropriate age group profiles. Individual fitness prescriptions will be provided, to improve fitness performance, by a fitness specialist. This is the fitness prescription referred to in Article 51 Section A.1 (d) of the parties' collective bargaining agreement. Subject to agreement by the parties, provisions for mandatory participation in the fitness prescription component may be instituted if it is

determined that employees refuse to make a good faith effort to comply with the fitness prescription.]

Fitness assessments and in-house programs will take place in coordination with a Peer Fitness Trainer. Each Peer Fitness Trainer will be certified, as specified in the Fitness Component of the Memorandum of Agreement-Fire/Rescue Wellness Initiative of 2000. Each Peer Fitness Trainer shall be compensated at one and one-half times his or her regular rate of pay or an equivalent amount of compensatory time if appropriate for off-duty time spent maintaining the Peer Fitness Trainer's certification, as approved in advance by the Chief of the Division of Wellness, Safety, and Training, or designee.

**Section [35.5] 35.4 Incumbent Performance Evaluation**

[Consistent with Section B-5 of the Fitness Component of the Memorandum of Agreement - Fire/Rescue Wellness Initiative of 2000, the parties through a joint committee (3 union/3 management) shall develop a performance evaluation tool to determine the overall performance capabilities of unit employees. Good faith efforts shall be made to develop the performance evaluation by December 31, 2002 with implementation beginning March 1, 2003. The familiarization and self-evaluation time period will extend for ten months thereafter. Review of the data from the evaluation period will be made and submitted to the joint committee in order for the committee to determine the effectiveness of the evaluation process and any modification of the evaluation tool, as deemed appropriate.]

- A. Once the Union President and the Fire Chief agree on the Incumbent Performance Evaluation component of the Wellness/Fitness Program, it will become effective July 1, 2005.
- B. Effective July 1, 2005, through May 30, 2006, a familiarization and self-evaluation period will begin for the jointly-developed Incumbent Performance Evaluation component of the Wellness/Fitness Program. Review of the data from the evaluation period will be carried out by a joint labor-management committee, the purpose of which will be to assess the effectiveness of the evaluation process and to determine any modification(s) of the evaluation tool deemed appropriate. The committee's observations and assessments, as well as the effectiveness of the

modification(s) it recommends, will be provided to the Union President and the Fire Chief for their review.

- C. A decision to proceed with the Incumbent Performance Evaluation component of the Wellness/Fitness Program beyond FY 06 will be contingent upon an agreement between the Union President and the Fire Chief. If the Union President and the Fire Chief reach agreement, such agreement will be captured in a written instrument of their mutual choosing (e.g. memorandum of understanding, letter of intent, side letter, etc.).

### **Section 35.5**

- A. In the interest of supporting the physical training and fitness programs, the parties agree that the Employer will dedicate a sum of \$100,000 per contract year. The Union and the Employer, through the Union President and the Fire Chief, will jointly administer and allocate said funds. This allocation will be used for the following purposes:

1. to refurbish physical training equipment at worksites to which MCFRS bargaining unit employees are assigned;
2. to purchase new physical training equipment for worksites to which MCFRS bargaining unit employees are assigned;
3. to sponsor fitness and physical training-related activities and programs for MCFRS bargaining unit employees; and,
4. for any other physical training and/or fitness-related purpose upon which the Union President and the Fire Chief agree.

- B. The Union President shall be involved in all aspects of, and endeavors related to, the allocation and expenditure of the above-referenced funds, including:

1. the determination of what equipment to purchase or refurbish and where such equipment is to be located;
2. the determination of what fitness and/or physical training activities and programs to sponsor;
3. the determination of the amounts of money to be expended on the refurbishment or purchase of physical training equipment and the sponsorship of fitness and/or physical training activities and programs;

4. all vendor-related processes and determinations, including but not limited to the language used in RFPs, the selection of vendors, the termination of vendor contracts, vendor accountability, and related considerations and processes; and,
5. any and all other aspects and endeavors related to the allocation and expenditure of the above-referenced funds, and which the Fire Chief and/or the Employer undertake pursuant to this accord.

## ARTICLE 36 - SHIFT STAFFING

\* \* \*

### Section 36.2 Labor/Management Cooperation

In aid of the provisions of Section 36.1, the Fire [Administrator] Chief or designee and the President of the Union agree to meet periodically to discuss and cooperate in the setting of staffing levels.

\* \* \*

## ARTICLE 38 - CONTRACT GRIEVANCE PROCEDURE

### Section 38.1 Definition of Grievance

A grievance is defined as a dispute concerning:

\* \* \*

- D. future policies and procedures [which] that may violate this Agreement.

### Section 38.2 Initiation of a Grievance

- A. The Union may in its discretion, in cases of suspension, demotion or dismissal only, skip steps 1 and 2 of the Grievance Procedure and take a grievance directly to step 3 - the Chief of Administrative Officer. If the Union exercises its discretion pursuant to this subsection, it will so notify in writing the Office of Human Resources upon filing the grievance.
- B. At the option of the Union, a grievance may be presented informally by a local representative of the Union or designee of the Union to the appropriate [Shift] Career Duty Operations Chief for resolution. If the grievance is not resolved at that stage, it may be processed as provided below.

### **Section 38.3 First Step of the Grievance Procedure**

A grievance shall be presented in writing by the Union to the [Bureau] Division Chief within twenty (20) calendar days of the date the employee knew or should have known of the event giving rise to the grievance. Provided that if the grievance is presented to the [Shift] Career Duty Operations Chief as provided above, an additional ten (10) days shall be added to the time provided. The [Bureau] Division Chief, or his designee, and representatives of the bargaining unit, shall meet and discuss the grievance within fourteen (14) calendar days after it is presented to the [Bureau] Division Chief. The [Bureau] Division Chief shall respond in writing, to the grievance within fourteen (14) calendar days after the meeting.

### **Section 38.4 Second Step of the Grievance Procedure**

The Union may appeal the decision of the [Bureau] Division Chief by presenting a written appeal to the Fire [Administrator] Chief or designee for Montgomery County (hereinafter Fire [Administrator] Chief) within fourteen (14) calendar days of the Union's receipt of the [Bureau] Division Chief's decision. The Fire [Administrator] Chief, or his/her designee, and representatives of the bargaining unit, shall meet to discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the Fire [Administrator] Chief [or designee]. The Fire [Administrator] Chief [or designee] shall respond, in writing, to the grievance within ten (10) calendar days of the meeting.

### **Section 38.5 Third Step of the Grievance Procedure**

The Union may appeal the decision of the Fire [Administrator] Chief or designee by presenting a written appeal to the [Chief Administrative Officer for Montgomery County (hereinafter CAO)] CAO within fourteen (14) calendar days of the Union's receipt of the Fire [Administrator's or designee's] Chief's decision. The CAO, or [his/her] designee, and representatives of the bargaining unit, shall meet to discuss the grievance within fourteen (14) calendar days after presentation of the appeal to the CAO. The CAO shall respond, in writing, to the grievance within fifteen (15) calendar days of the meeting.

### **Section 38.6 Binding Arbitration**

- A. Upon receipt of the response from the CAO, either party may refer the grievance to arbitration by providing written notice to the other party within sixty (60) days after receipt of the response of the CAO by the Union. The arbitrator shall be chosen from a panel composed of persons agreed [to] upon by the parties. At least



sixty (60) days prior to the expiration of this Agreement, one or both parties may provide written notice to the other that it no longer consents to retaining a particular member(s) of the arbitration panel. The parties shall fill the panel vacancies by mutual consent.

- B. The arbitrators shall be selected to hear succeeding grievances in rotation in the order agreed to by the parties. If the arbitrator slated to hear a grievance cannot hold the hearing within a reasonable time, the next arbitrator on the panel shall be selected.

### **Section 38.7 Arbitration [Procedure] Procedures**

[Unless the arbitrator believes and determines that the filing of briefs is necessary to a fair and timely consideration of the grievance, neither party shall have the right to file a brief. Either party may request the arbitrator to determine whether the above standard has been met and to authorize the filing of briefs. The arbitrator must submit a written opinion regarding the grievance within thirty days after the hearing. The requirement that the arbitrator's opinion be in writing may be waived only upon written consent of both parties. Costs of the arbitrator's fee and expense shall be borne equally by the parties.]

The following procedures shall apply to all arbitrations.

- A. The parties will each pay one-half (1/2) of the arbitrator's fees and expenses, except as specified in paragraph (38.7.I and J, and 38.8.D.) of this Section.
- B. Arbitration hearings will be held on the Employer's premises or at any site to which the parties' mutually agree.
- C. The grievant, the grievant's representative, and all employees who are called as witnesses will be excused from duty if required to appear on scheduled dates of arbitration.
- D. It shall be within the sole discretion of the arbitrator to determine who may testify.
- E. It is the responsibility and obligation of each party to produce its witnesses on the day(s) of the hearing.
- F. The parties will make all reasonable efforts to schedule for consecutive days arbitration proceedings expected to last more than one day.
- G. 1. The County shall submit the following information to the Arbitrator and the Union at least ten (10) working days before the hearing:

- a. a complete list of charges;
    - b. a copy of all written reports, documents, photographs, charges, letters, or other material to be introduced or used at the hearing;
    - c. the names and addresses of all prospective witnesses, and a summary of their anticipated testimony;
    - d. the names and addresses of witnesses and/or documents and records requiring service of a subpoena;
    - e. estimated time required for presentation of the case; and
    - f. any other items, documents or records requested reasonably in advance by the Union and reasonably accessible to the County.
  2. Except for item #1a above, the Union shall submit the same information to the Arbitrator and the County, at least 10 working days before the hearing.
  3. Neither party shall be bound to introduce witnesses or documentation at the arbitration hearing. The above shall be construed as an intent only.
  4. Requests to call witnesses, or to use documents not contained in the pre-hearing submission, subsequent to stated deadlines, may be granted only upon a showing of good cause.
  5. If a witness can not attend the arbitration proceeding, his or her testimony may, upon agreement of the parties, be submitted by deposition or affidavit. If subpoenas are issued, service of subpoenas shall be the responsibility of the requesting party.
- H. Prior to the arbitration proceeding, each party may request that the other party make available certain information and/or various records, documents, files (whether in hard copy or electronic form), and the like, pertinent to any matter of inquiry for use in preparing for and presenting its case during the arbitration proceeding. If a party refuses to comply with such request, or does not timely reply to such request, the arbitrator may, upon motion of the requesting party, direct the party to whom the request was made to provide forthwith or by a date certain the information, records, documents, files, etc. requested. All requests must comply with the Maryland Public Information Act. The Union and the Employer may assess a fee, in no event higher than the actual cost of production,

for the administrative costs associated with copying and preparing a response to the request. (Such "administrative costs" shall be limited incidental expenses, such as the cost of paper, the cost of copying documents, the cost of computer disks or CD-ROMs, and related expenses. However, such "administrative costs" shall not include County personnel-related expenses (i.e., the costs associated with paying County employees for copying and preparing a response to the request).)

- I. The arbitrator will set the date of the hearing with the concurrence of the representatives of the parties. Requests for continuance shall be in writing, with a copy to the opposing party, and submitted to the arbitrator at least five (5) business days prior to the hearing date. The arbitrator may grant such request only where good cause is shown, or upon the agreement of the parties. If a cancellation fee results in the granting of a continuance, the moving party shall be responsible for said fee.
- J. In any grievance where the parties agree to postpone, delay, and/or cancel an arbitration proceeding, they will equally share the cost of any fees being charged by the arbitrator and/or court reporter. The fact that one party has no objection to the request of the other party for postponement, delay, or cancellation of the arbitration proceeding will not absolve the requesting party from its responsibility to pay all fees charged.
- K. Once the date of the arbitration proceeding is established, the parties will contact and procure the services of an authorized court reporter for the purposes of recording and creating a transcript of the arbitration proceeding. The arbitrator and each of the parties will be provided with a copy of the arbitration proceeding transcript. The parties will equally share the cost of transcription.
- L. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.
- M. If the Employer declares a grievance non-arbitrable or non-grievable, the original grievance shall be considered amended to include the issue of non-grievability. Such declaration may be made at any time.

- N. 1. Only witnesses having direct knowledge of the facts on which the charges are based will be heard. The Arbitrator will hear testimony:
- a. directly related to the charges; and
  - b. indirectly related to the charges, provided a relevant relationship has been established.
2. If a grievance does not involve a disciplinary action but, rather, a dispute over interpretation and/or application of the parties' collective bargaining agreement, a County policy, or state or federal law, the witness restrictions set forth in #1 above may not apply.
3. For the protection of all parties, hearings shall be closed to the public.
- O. The arbitrator will neither strictly enforce nor disregard the Rules of Evidence. Generally, arbitration proceedings will be conducted in an informal manner. However, the arbitrator will observe the spirit of the Rules of Evidence and general decorum to avoid prejudice, surprise, undue delay, repetition, or injustice.
- P. The arbitrator may exclude testimony or evidence that the arbitrator determines to be irrelevant, unduly prejudicial or repetitious.
- Q. Witness testimony shall be under oath or affirmation.
- R. The arbitrator may, direct the parties to submit post-hearing briefs if the arbitrator determines the submittal of briefs necessary to the fair consideration and disposition of the grievance.
- S. If the parties submit post-hearing briefs, they shall each have at least thirty (30) calendar days from the date upon which they each receive an official transcript of the arbitration proceeding to do so. The arbitrator shall have at least thirty (30) calendar days from the date upon which all briefs have been submitted to issue a decision. The arbitrator's decision shall be issued in writing and submitted to both parties.
- T. If the parties do not submit written briefs, the arbitrator will have at least thirty (30) calendar days from the date upon which the arbitrator receives the official hearing transcript or, if no transcript is created, at least thirty (30) calendar days from the close of the hearing, to issue a written decision. The requirement that the

arbitrator's opinion be in writing may be waived only upon written consent of both parties.

U. Copies of any transcripts, briefs, and decisions will be timely served on the other party and the arbitrator.

V. This Article shall be governed by the Maryland Uniform Arbitration Act (hereinafter "MUAA"), Sections 3-201 et seq., Courts and Judicial Proceedings, Code of Maryland Annotated. However, to the extent that any provision of this Article directly and necessarily conflicts with the MUAA, such provision shall be controlling.

### **Section 38.8 Powers of Arbitrator**

The arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. [He or she] The arbitrator shall make such award as [he or she] the arbitrator shall decide is proper under this Contract. The arbitrator's decision shall be final and binding on all parties. However, a party may petition the arbitrator to reconsider the decision or appeal the arbitrator's decision pursuant to and in accordance with the MUAA. The arbitrator may, in the arbitrator's discretion and upon the motion of the grievant or the grievant's representative, award reasonable attorney fees and costs. In exercising discretion in awarding reasonable attorney fees and costs to the grievant or the grievant's representative, the arbitrator shall apply the standards for the award of attorney fees set forth in *Allen v. United States Postal Service*, 2 M.S.P.B. 582; 2 M.S.P.B. 420 (1980)(i.e. the grievant is the prevailing party and the award of attorney fees is warranted in the interest of justice). In the event a party elects to challenge the arbitrator's decision in court, each party shall be responsible for its own attorney's fees and costs. However, if one of the parties has no alternative but to enforce the arbitrator's decision through the courts, the non-moving party shall be responsible for the attorney's fees and expenses of the party seeking enforcement of the arbitration award.

\* \* \*

### **Section 38.16 Granting of Relief**

Relief [which] that is granted at any level of this procedure, as stated in any formal grievance, shall end further processing of the grievance.

### Section 38.17 Duty to Notify

The Union is the proper party to initiate grievances on behalf of a [fire and rescue] Fire/Rescue bargaining unit employee in accordance with the procedures in this [article] Article. If a bargaining unit employee files an individual grievance with the [Personnel] Office of Human Resources under the merit system law [which] that is determined by the Employer to be on a subject of this Agreement, the Employer shall notify the Union of the filing of the grievance. The Employer may only provide the Union with the employee's name and the subject of the grievance. An individual employee's filing of such a grievance under the merit system law is a violation of the procedures in this article.

### Section 38.18 Alternative Dispute Resolution Processes

\* \* \*

#### A. Pre-discipline Settlement Conferences

\* \* \*

2. Up to [2] two (2) standing committees (with alternates) to review proposed discipline may be established.
3. Committee makeup – [3] three (3) members ([1 Management rep., 1 OHR rep., and 1 Union rep] one Management representative, one OHR representative, and one Union representative).

\* \* \*

5. The Committee [reviews] will review the recommended level of discipline and the facts of the case, and [makes] will make a non-binding recommendation. Each side is permitted to make a brief presentation before the Committee. Presentation and format shall be established by the Committee.
6. If the parties agree with the recommendation of the Committee, Notice of Discipline [is] will be issued [with no grievance] and the Union agrees to refrain from filing a grievance regarding such notice. If the Union disagrees with the Committee's recommendation it is free to grieve the Notice of Disciplinary Action. If the county disagrees it may go forward with the notice as originally proposed.

7. The settlement conference option [will be considered a] is part of the informal resolution process of the Contract Grievance Procedure.], in using this process an] A bargaining unit employee waives any right to [file with MSPB on suspensions, demotions, and dismissal actions] challenge before the County's Merit System Protection Board (MSPB) any proposed suspension, demotion, or dismissal action that the employee attempts to resolve through a settlement conference pursuant to this Article.
8. At either parties' request, a [Non-DFRS] non-MCFRS management representative (selected from an existing MCGEO Pre-Discipline Settlement Conference Committee) will replace the [DFRS] MCFRS management representative. At either party's request, a non-IAFF Local 1664 Union representative will replace the IAFF Local 1664 Union representative on the Committee. (This selection option will be considered a two-year pilot program, beginning with this Agreement and expiring on June 30, 2007, unless the parties mutually agree to extend.) The selection of the non-IAFF Local 1664 Union representative shall be made within the sole discretion of the Union President.
9. The County shall provide new Committee members [are to be determined and trained by September 1, 1999] with training in Alternative Dispute Resolution and related disciplines, as appropriate.

\* \* \*

#### B. Grievance Mediation

1. Upon receipt of a step 3 CAO disposition, the Union and Employer may voluntarily agree to grievance mediation. [Grievance] A request for grievance mediation must occur prior to the deadline for invoking arbitration. If the parties agree to attempt mediation, the arbitration proceeding will be stayed pending exhaustion, as determined by one of the parties, of the mediation process.

\* \* \*

7. Rules of procedure will be established by the parties.

- [C. Both alternative dispute resolution processes enumerated above expire on June 30, 2000, continuation of these processes require an affirmation by both parties.]

#### ARTICLE 39 - UNIFORM ADVISORY COMMITTEE

- A. In order to continue to review the safety of the uniform worn by DFRS employees and to develop facts and information to aid in the revision of policies pertaining to the components of the Class C and E Uniform, the parties agree to [form] maintain an advisory committee. [This advisory committee] The Uniform Advisory Committee shall meet [at] a reasonable number of times to [complete their review by no later than July 1, 2003] throughout each year, but at least quarterly, to continue to review and address safety matters related to bargaining unit employee uniforms. The Committee shall meet at least quarterly. However, upon the request of any three (3) members, the Committee may meet more often than quarterly. The three (3) members requesting to convene a meeting will provide the other members with as much advance notice as practicable.
- B. The Committee shall appoint, on a rotating basis, a Chairperson, who shall serve in that capacity for one (1) year. The Chairperson shall be selected, alternately, by President of the Union and the Fire Chief.
- C. The Uniform Advisory Committee shall consist of [no more than] six (6) members; three (3) members [from] appointed by the President of the Union and three (3) members [from the employer] appointed by the Fire Chief. The Committee may convene a meeting of fewer than six (6) members. However, the Committee shall not convene a meeting of fewer than two (2) members from each side (i.e. two (2) members appointed by the President of the Union and two (2) members appointed by the Fire Chief). It is in the interest of the parties that the Committee reach consensus and provide recommendations on matters under its consideration. In the event that consensus cannot be reached, the Employer and Union representatives may provide their respective positions to the Fire Chief and the Union President for their review. In any event, each member of the Committee will be provided ten (10) business days to review and sign-off on Committee recommendations. If the Committee member does not review and



sign-off on a Committee recommendation within ten (10) business days, the recommendation will be submitted to the Fire Chief and the Union President with the endorsement of the Committee.

- D. [Additional] From time to time, additional individuals may be invited to attend meetings [from time to time] to assist [in the studies] the Committee in its activities and deliberations. Such "additional individuals" shall not have the authority to register their concurrence with or opposition to Committee recommendations.
- E. The [committee] Uniform Advisory Committee is authorized to use field-testing consistent with Policy and Procedure 516, Section 10.0. Jointly agreed upon recommendations for policy revision, including the introduction of new products/manufacturers shall be submitted to the [DFRS] Fire Chief and the President of the Union. The Fire [Administrator] Chief agrees to include funding for any jointly proposed changes (i.e. Committee recommendations) as part of the departmental operating budget submission. [DFRS] The Fire Chief agrees to implement [those] the Committee's jointly agreed upon recommendations [by no later than September 1, 2003] providing that funding for the item(s) is included in the approved County operating budget. Implementation will occur as uniform items currently in inventory at [DFRS] MCFRS Property Section are depleted. However, if the Committee deems an item to be unsafe<sup>12</sup>, implementation will occur without-regard to the current inventory.

[B.]

- F. The Union representatives on the Uniform Advisory Committee shall be considered to be on detail if working during these meetings. Hour for hour

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<sup>12</sup> The parties understand and agree that the term "unsafe" refers to those items that are determined by the Committee to endanger the health and/or safety of the employees to whom the items are issued. The parties further understand and agree that the term "unsafe" does not refer to those items for which a substitute is determined by the Committee to be merely preferable or desirable.

compensatory time or pay at the employee's regular hourly rate shall be credited to Union representatives who attend meetings on their day off.

- G. To the extent that the recommendations of the Uniform Advisory Committee conflict with Section 46.4 ("Class C Uniform Shirts") of this Agreement, such recommendations shall control.

## ARTICLE 40 - EMPLOYEE STATUS

\* \* \*

### Section 40.4 Domestic Partners

\* \* \*

- F. Notwithstanding Article 38 of this Agreement, contract grievances alleging a violation of any provision of this Agreement relating to domestic partnerships shall be submitted to the Director of Human Resources for the County instead of to employees within [DFRS] MCFRS; and if not resolved at the Director's level, the grievance may be referred to arbitration in accordance with Section 38.6 of this Agreement. Copies of the grievance shall not be sent to [DFRS] MCFRS managers or supervisors.

\* \* \*

## ARTICLE 46 - UNIFORMS AND EQUIPMENT

\* \* \*

### Section 46.2 Safety Apparel/Equipment

Each employee covered by this Agreement will be provided with;

- A. two pairs of fire fighting gloves[. Beginning July 1, 2003,]; and  
B. one (1) large gear bag [will be provided to accommodate a] for each full set of gear (i.e., [turn out gear, boots and a helmet].

Replacements for these items shall be issued in accordance with the criteria set forth in DFRS Policy and Procedure No. 516.

\* \* \*

### Section 46.5 Fire & Explosive Investigations Uniforms

The normal uniform for bargaining unit employees assigned to the Fire & Explosive Investigations Section shall consist of "B.D.U." style cotton pants and a short or long sleeve

cotton shirt embroidered with a badge or the County emblem. If the Employer directs an employee to wear alternative attire on an assignment that involves specialized enforcement activities (e.g. where an inconspicuous appearance would be beneficial to the investigator), the employee is required to comply. An employee must wear professional business attire (e.g. a suit and tie, dress shoes, etc.) when attending judicial or administrative proceedings, or as directed by his or her supervisor.

#### **Section 46.6 Department-Issued Body Armor**

All bargaining unit employees assigned to the Fire and Explosive Investigations Section are encouraged to wear their Department-issued body armor to enhance their personal safety. The parties understand that wearing body armor is normally voluntary and within the discretion of the employee. However, bargaining unit employees assigned to the Fire & Explosive Investigations Section shall wear the body armor during ad hoc, high-risk assignments, although these employees shall not be required to wear it while waiting to be activated for such actual assignment. For the purposes of this section, the Employer has determined that "high risk" involves other than normal risk or calls for service, and includes but is not limited to civil disturbances, raids, hostage situations, and in-person service of search and arrest warrants. Department- issued soft body armor will be the same brand and model issued by the Montgomery County Police Department. The Employer will replace Department-issued soft body armor prior to the expiration date designated by the manufacturer.

### **ARTICLE 47 - EMPLOYEE ASSISTANCE PROGRAM**

#### **Section 47.1 Employees Assistance Program (EAP)**

- A. The Employer shall continue to maintain the [DFRS] MCFRS Employee Assistance Program for bargaining unit employees that was established through prior negotiations and shall assume the full cost of the program. Bargaining unit employees shall continue to be eligible to participate in the County's Employee Assistance Program (EAP). All communications between employees and therapists of either the [DFRS] MCFRS EAP or the County's EAP are confidential.
- B. All notes, records or tapes regarding interviews, evaluations or treatment provided by the [DFRS] MCFRS EAP to a bargaining unit employee shall not be

communicated or released without the express written permission of the employee or his/her authorized representative, unless disclosure is otherwise authorized by law.

\* \* \*

#### **Section 47.2 Critical Incident Stress Management Team [Peer Support]**

The County shall provide legal representation to Montgomery County Fire/Rescue bargaining unit employees who make disclosures to, or who are members of, the Critical Incident Stress Management Team (CISMT) in any local, state, and federal civil, criminal, and administrative actions to protect the privilege provided by the Courts and Judicial Proceedings Article, Section 9-109 of the Maryland Annotated Code as amended, or other applicable statute. If a conflict exists under the Rules of Professional Conduct, each employee where the conflict exists, will be represented by separate counsel. The County will not use information in any administrative investigations or proceeding that a CISMT member obtained from a [DFRS] MCFRS bargaining unit member who communicates with the CISMT member under an understanding of privilege described in the Courts and Judicial Proceedings Article, Section 9-109 as amended. However, if a [DFRS] MCFRS bargaining unit employee discloses information outside of the CISM program, that information may be used as long as the information is otherwise admissible within the bounds of law and contract provisions. Information that was disclosed to a CISMT member in confidence or which is privileged may not be used to corroborate, impeach, or otherwise support any non-privileged disclosure in any County administrative proceeding. A Fire/Rescue bargaining unit employee participating as a member of the CISMT and acting pursuant to the direction of the psychologist or psychiatrist in charge is acting within the scope of the bargaining unit employee's employment for purposes of the Local Government Tort Claims Act. This agreement does not require the County to have or maintain a CISM program, but requires the County to provide the protections described in this agreement for bargaining unit employees who participate in the CISM program whether as a member of the team or in seeking service from the CISMT.

## **ARTICLE 48 - JOB SHARING PROGRAM**

### **Section 48.1 Purpose and Administration**

The purpose of this program is to allow certain bargaining unit employees the opportunity voluntarily to share a job while working in a part-time/half-time appointment to enable them to care for immediate family dependents. The administration of this program shall not be done in an arbitrary, capricious or discriminatory manner. In order to make the program possible, the county intends unilaterally to create an even number of job sharing, half-time positions within the [Department of] Montgomery County Fire and Rescue Services. The County has advised that it intends to create at least two such positions as needed to accommodate at least four unit members who participate. It is recognized that the County is not obliged to create, staff or maintain half-time/part-time positions.

### **Section 48.2 Eligibility**

\* \* \*

B. Any two bargaining unit members of the same class specification who work a 42-hour work week may apply for this program by requesting a part-time/half-time position, whereby each member works twenty-one (21) hours per week and thereby shares a full-time bargaining unit job. Work assignments shall be determined by the Employer.

C. Any two bargaining unit members of the same class specification who work a 48-hour work week may apply for this program by requesting a part-time/half-time position, whereby each member works twenty (24) hours per week and thereby shares a full-time bargaining unit job. The Employer shall determine work assignments.

\* \* \*

## **ARTICLE 50 - DURATION OF CONTRACT**

### **Section 50.1 Three-Year Agreement**

The duration of this Agreement shall be from July 1, [2002] 2005, through June 30, [2005] 2008.

### **[Section 50.2 ReOpener. Second Year**

On or before November 1, 2003, either party may initiate negotiations on the following subject: Article 51, Pensions.

The impasse procedures in the County Fire and Rescue Collective Bargaining Law shall apply to these negotiations. Agreements reached pursuant to such negotiations (including any that may result through impasse procedures) shall become effective as of the first full pay period in July 2004.]

#### ARTICLE 51 – PENSIONS

- A. The employer shall submit proposed legislation to the County Council on or before July 15, 1999, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this collective bargaining agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will effect only those retirement applications filed after the adoption of the legislation.

1. Amend Montgomery County Code §33-43A to provide that any employee who is or becomes entitled to benefits pursuant to §9-503 of the labor and employment article of the annotated code of Maryland shall automatically be entitled to service-connected disability retirement benefits under the Montgomery County Employees' Retirement System, subject, however to the following conditions:

\* \* \*

- (b) Beginning July 1, 2000, bargaining unit employees who were hired prior to July 1, 1999, shall not use tobacco products (cigarettes, cigars, and/or chewing tobacco) while on duty, and a [DFRS] MCFRS sanctioned tobacco cessation program - which must be non-punitive in all respects and which will include both short and long term goals - shall be required for all tobacco users.

\* \* \*

6. Amend Montgomery County Code §33-43A to provide for a two tiered benefit level for bargaining unit employees who suffer service connected disabilities. Such two tiered benefit program shall contain the following elements:

\* \* \*

- (b) A minimum benefit of fifty two and one-half percent (52½%) of the employee's final earnings in cases where the disability is such that the employee meets the eligibility standard for service connected disability retirement benefits in effect during the term of the preceding agreement between the parties. Alternatively, when an employee is unable to perform the essential functions of their position in their present or a comparable position within the [Division of] Montgomery County Fire and Rescue [Services] Service due to medical reasons, the County may offer at its option, an alternative placement incentive. This incentive is offered in lieu of a service-connected disability retirement. Voluntary alternative placement in a position within the County government will include a five percent increase in the employee's salary, provided it does not exceed the maximum salary of the pay grade assigned to the alternative position. Any employee who voluntarily accepts the alternative placement incentive shall remain in Pension Group G throughout the remainder of his/her County service. The decision as to whether to accept alternative placement under these circumstances shall be made by the employee, and should the employee decline to accept placement, such decision shall not be introduced or considered to any extent throughout the entire disability retirement application and review process, nor shall the decision to decline to accept placement in any way affect the employee's eligibility for service-connected disability retirement benefits or the amount thereof.

\* \* \*

- C. The employer shall submit proposed legislation to the County Council on or before July 1, 2007, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles. Proposed legislation drafted pursuant to this Agreement shall be reviewed and approved by both parties prior

to submission to the County Council. The following changes will affect only those retirement applications filed on or after July 1, 2007.

**Section 33-38. Normal retirement date, mandatory retirement date, early retirement date, and trial retirement.**

- (a) Normal retirement date. The normal retirement date is the first day of the month elected by a member after the member meets the years of service and age requirements for the applicable membership group. For normal retirement:

\* \* \*

- (6) Group G: The member must have at least:

- (A) 15 years of credited service and be at least age 55; or  
(B) 20 years of credited service regardless of age.

\* \* \*

- (e) Early retirement date. A member who has not met the age and service requirements for a normal retirement date may elect to retire on the first day of a month and may elect to receive pension payments beginning on an early retirement date if the following requirements are met:

\* \* \*

- (5) The group G member is not eligible for an early retirement.

\* \* \*

**Section 33-38A. Deferred Retirement Option Plans**

\* \* \*

- (b) DROP Plan for Group G members.

- (1) Eligibility. An employee who is a member of Group G and who has met the age and service requirements for a normal retirement may participate in the DROP Plan.

\* \* \*

**Section. 33-39. Member contributions and credited interest**

- (a) Member contributions. Each member of the retirement system must contribute a portion of the member's regular earnings through regular payroll deductions.

\* \* \*

- (2) Member Contributions to the Integrated Retirement Plan. A member of



the Integrated Retirement Plan must contribute the following percentage of regular earnings:

\* \* \*

(E) Group G, 5 ½ percent up to the maximum Social Security wage base and 9 ¼ percent of regular earnings that exceed the wage base and;

(F) Group G member shall revert back to 4 ¾ percent up to the maximum Social Security wage base and 8 ½ percent regular earnings that exceed the wage base upon the member's 25<sup>th</sup> year of credited service.

\* \* \*

**Section 33-42. Amount of pension at normal retirement date or early retirement date**

\* \* \*

(b) Amount of pension at normal retirement date.

(1) Pension amount for an Optional Retirement Plan member.

\* \* \*

(D) For a Group G member who is a member of the optional plan and retires on a normal retirement, the annual pension must equal 2.5 percent of average final earnings for each of the first 20 years of credited service completed and 2 percent of average final earnings for each year or prorated portion of a year of credited service of more than 20 years, to a maximum of 31 years plus sick leave credits.

(2) Pension amount for an Integrated Retirement Plan member.

\* \* \*

(E) The County must compute the annual pension of a Group G member in the integrated retirement plan who retires on a normal retirement as follows:

(i) From the date of retirement to the month that the member reaches Social Security retirement age, the following percentages of average final earnings apply:

- (a) 2.5 percent, for each of the first 20 years of credited service; and
  - (b) 2 percent, for each year of credited service of more than 20 years to a maximum of 31 years, plus sick leave credits; and
  - (e) 0 percent for years after year 31 (except sick leave credits referred to in subclause (d)).
- (ii) From the month the member reaches Social Security retirement age, the percentages specified in clause (i) must be reduced, respectively, by the following percentages of average final earnings for the portion of any amount equal to or less than the Social Security maximum covered compensation in effect on the date of retirement:
  - (a) .78125 percent, for each of the first 20 years of credited service;
  - (d) 0.625 percent for each year of credited service of more than 20 years, to a maximum of 31 years, plus sick leave credits.
- (iii) The County must increase the initial amount of a pension computed under (ii) above by the cost-of-living adjustments provided under Section 33-44(c) for the period from the member's date of retirement to the month in which the member reaches Social Security retirement age.
- (iv) The County must prorate any portion of a year described in this subparagraph.

The parties agree to fully support the legislative proposals drafted pursuant to this Agreement to ensure their approval by the Montgomery County Council.

- D. The employer shall submit proposed legislation to the County Council on or before July 15, 2005, amending Chapter 33, Article III of the Montgomery County Code in accordance with the following principles.
- Proposed legislation drafted pursuant to this collective bargaining

agreement shall be reviewed and approved by both parties prior to submission to the County Council. The following changes will effect only those retirement applications filed after the adoption of the legislation.

Amend Montgomery County Code § 33-43 (d)(10) to provide:

“The amount of any lump sum retroactive disability retirement benefit will be reduced by the total amount of any temporary total disability, temporary partial disability or permanent partial disability payments that the County has made to the employee under the Worker’s Compensation laws during the period of time after the effective date of the disability retirement.

\* \* \*

#### ARTICLE 54 – TUITION ASSISTANCE

\* \* \*

##### Section 54.11

The County will increase the maximum annual allowance payable to a bargaining unit employee under the Employee Assistance Program to [\$1,030] \$1,330 for FY [2003] 2006, [\$1,130] \$1,430 for FY [2004] 2007, and [\$1,230] \$1,530 for FY [2005] 2008.

\* \* \*

#### ARTICLE 57 – EMERGENCY COMMUNICATIONS CENTER

##### Section 57.1 Overtime

Personnel assigned to the Emergency Communications Center shall be considered eligible for selection for overtime work in the [Bureau] Division of Operations, consistent with workload requirements as determined by management.

\* \* \*

##### Section 57.4 Hours of Work

Hours of work for bargaining unit Communications Division personnel, shall be an average of 42 hours per week and shall work either 2-12 hour days and 2-12 hour nights and have 4 days off, or 2-12 hour shifts and one (1) 24 hour shift in operations with 5 days off, or 4-12 hour periods during a swing shift and have 4 days off. Every effort will be made to ensure that bargaining unit employees assigned to ECC will be given the opportunity to work in Operations a minimum of one 24 hour shift per month. In addition, all medics assigned to the ECC will be detailed to Operations to ensure maintenance of their medic certification, as established by the

[Division of Fire Rescue Services] Montgomery County Fire and Rescue Service.

\* \* \*

**ARTICLE 58 - IAFF Deferred Compensation Plan**

(The language in this Article was previously agreed on in the Memorandum of Agreement dated  
October 15, 2004.)

**Section 58.1**

- A. The International Association of Fire Fighters, Local 1664, AFL-CIO (IAFF) may offer and administer an eligible governmental deferred compensation plan under Section 457 of the Internal Revenue Service Code and IRS Revenue Ruling 2004-57. The parties acknowledge and agree that the County shall not function as a plan fiduciary except as required by federal law, and will not be responsible for the administration and regulatory compliance of said plan, and the IAFF agrees to indemnify the County against any claim or loss arising out of the operation of the plan.
- B. The County shall remit unit member contributions to said plan's trust. Said contributions shall be authorized by the unit member with the IAFF or said plan's third party administrator, who will provide the County with data, in a format approved by the County so that the County can remit said contributions to the trust. The County's administrative responsibility shall be limited solely to the transfer of said contributions. At that time, unit members may no longer contribute to the County's deferred compensation plan.
- C. Unit members have a one time election to keep his or her current account balance in the County's deferred compensation plan. If no election is made in a form and manner to be agreed by the parties, the current account balance shall be placed in the union offered 457 plan and the unit member shall be responsible for costs (back load fees), if any, associated with such transfer. Transfers of assets from the County's deferred compensation plan must comply with all IRS rules and regulations and any such transfer shall be deemed elected by the unit member. No assets will be transferred from the County's deferred compensation plan into said plan, unless said plan is eligible to receive said transfers. All new contributions of current unit members and new hire contributions must be contributed to the union

plan. However, if a member becomes ineligible to participate in the union offered 457 plan, then they may no longer contribute to the union offered 457 plan and may elect to transfer said assets to the County plan. If no election is made, in a form and manner to be agreed, the account balance shall remain in the union offered 457 plan. The participant shall be responsible for costs (back load fees) associated with such transfer.

- D. The IAFF must provide the County an opinion of counsel letter upon establishment of the plan stating that the said plan meets the definition of an eligible governmental deferred compensation plan under Section 457 of the Internal Revenue Code. The IAFF shall provide the County with certificates of insurance that confirm that the IAFF has and maintains insurance against a breach of its fiduciary duties to its members who are county employees; the insurance and certificates must reflect that the County is an additional insured under the policies and the insurer must be licensed to do business in the State of Maryland; the insurance shall be in the minimum amount of \$ 1 million dollars for all claims per year. The County agrees to pay towards the IAFF's cost of this insurance up to the amount of any difference in cost that it receives as a result of transferring funds from its Plan to the IAFF's Plan, and any additional cost will be borne by the IAFF. The IAFF must contract with a trustee acceptable to the County (County's determination that a trustee is not acceptable must be reasonable) to hold the assets of the plan and must contract with an independent investment consultant to monitor the designated union investments so that the IAFF may perform its fiduciary duty to its members with respect to those funds. Once the Plan is established, the County will seek a private letter ruling (PLR) from the IRS approving said plan, and the union will join in such application. If the IRS recommends corrections to said plans, the plan and language in the collective bargaining agreement shall be amended to bring the plan into compliance to satisfy the requirements of the IRS and that of an eligible 457 plan. However, such assurance that said plan remains in compliance with Section 457 of the Internal Revenue Code shall be required upon establishment of said plan and periodically thereafter as requested of the County or by its independent auditors.

The County shall not be required to remit contributions to said plan's third party administrator in the absence of such reasonable assurance. The IAFF may carry out provisions in this Agreement by forming a single trust with one or more other Montgomery County collective bargaining unit representatives to form a single trust to administer the plan.

#### **Section 58.2**

The parties may agree to establish an open season for deferred compensation plans. Such agreement will not take place, nor will it be announced, prior to December of 2007. If such an agreement is reached, the parties will establish the terms and conditions thereof.

### **ARTICLE 59 - INDIVIDUAL PERFORMANCE PLANNING AND ASSESSMENT**

#### **Section 59.1 Purpose**

To establish policies, procedures, and responsibilities for Individual Performance Planning and Appraisal (IPPA) in the Montgomery County Fire and Rescue Service for all bargaining unit employees that shall: provide an appraisal of an employee's performance; provide guidance to the employee in correcting any areas of deficiency as needed; and recognize successful performance.

#### **Section 59.2 Components**

The IPPA Process is made up of three recurring components:

- A. *Performance Plan:* establishment of performance expectations and developmental action plan at the beginning of each review period.
- B. *Performance Management:* a supervisor's periodic observation and documentation of performance, on-going feedback, and conduct of progress discussions through out the review period.
- C. *Performance Appraisal:* conclusion of the process which includes rating the performance of the employee, providing feedback, and noting progress of the developmental action plan.

#### **Section 59.3 Definitions**

- A. *Critical standards:* A performance expectation or standard critical to the competent performance of the essential duties and responsibilities of the position identified in the IPPA. Failure to perform any one critical standard at an

acceptable level indicates an overall inability to perform the job and should result in an overall rating of "Does Not Meet Expectations."

- B. *Developmental action plan:* That portion of the Individual Performance Plan where the immediate supervisor and employee jointly establish goals for employee development when opportunities for improvement and development have been identified.
- C. *Immediate supervisor:* The individual responsible for assigning and evaluating an employee's work.
- D. *Individual performance appraisal:* An immediate supervisor's written evaluation of an employee's performance in relation to the critical and other standards in the employee's performance plan. A performance appraisal may be an interim or annual. The appraisal must be documented on the IPPA form.
- E. *Interim evaluation:* A performance evaluation conducted by a supervisor at a time between the annual performance evaluation to monitor a probationary employee or address a situation where an employee's current job performance is not at an acceptable level of competence.
- F. *Overall rating:* An overall summary rating in the employee's IPPA that best describes the employee's overall level of performance during the period covered by an IPPA.
- G. *Performance plan:* That portion of the IPPA that records performance expectations and standards and is the basis for assessment of the employee's work performance.
- H. *Performance standard:* is a written description of the quantity, quality, and characteristics of the job, the type of work to be performed, skill or knowledge to be demonstrated, or the results that the employee is expected to accomplish.
- I. *Progress discussion:* An immediate supervisor's periodic oral or written assessment of an employee's performance in relation to the expectations in the performance plan.
- J. *Reviewing official:* A Battalion Chief, Assistant Chief, or other higher ranking designee responsible for reviewing the appraisal and ensuring that appropriate performance appraisal planning and appraisal procedures were followed by the

employee's immediate supervisor. A reviewing official should help resolve disagreements between the supervisor and employee on the plan or appraisal.

- K. *Work Improvement Plan:* A written plan developed with the employee to outline specific performance problems and or reoccurring deficiencies, required corrective actions to be taken by the employee and/or required performance to be demonstrated by a specified date. The plan may also identify the types of assistance, if applicable, to be provided by the immediate supervisor.

#### **Section 59.4 Policy**

- A. The IPPA process is directed toward accomplishing the following objectives:
1. provide direct feedback to the employee regarding work performance over the review period;
  2. assist the Montgomery County Fire Rescue Services (MCFRS) in identifying employees who demonstrate an interest and are capable and willing to assume greater responsibilities;
  3. identify employees with substandard work performance;
  4. establish a plan of action for employees requiring work performance improvement;
  5. develop action plans for professional development;
  6. recognize extraordinary performance; and
  7. provide documentation of an employee's work performance.
- B. IPPA reviews should be considered for merit increases, promotions, performance awards, demotions, dismissal, termination, or other adverse actions involving performance problems.
- C. The IPPA process is separate and distinct from the disciplinary process as defined in the collective bargaining agreement. The IPPA process does not replace, impede, or prevent the application or progression of the disciplinary process.
- D. Whenever an employee's overall performance rating does not meet expectations, a work improvement plan must be established.



**Section 59.5 Responsibility**

- A.**     The Chief, MCFRS must maintain a formal procedure ensuring timely submission of IPPA forms.
- B.**     IPPA is the responsibility of the immediate supervisor and includes:

  - 1.     reviewing and developing performance standards for an employee at the beginning of a review period;
  - 2.     ongoing monitoring of the employee's performance with periodic oral or written feedback, coaching, training, or other action to enhance performance; and
  - 3.     conducting periodic progress discussions, preparing interim evaluations as needed, and developing plans to improve employee performance as needed; and rating an employee on the performance standards and awarding an overall rating.
- C.**     IPPA signature authority will be limited to Assistant Chiefs, Battalion Chiefs, Captains, and Lieutenants. Other individuals with supervisory responsibilities may be required to provide input.

**Section 59.6 Procedure**

- A.**     **Review Period**

  - 1.     The review period covered by the IPPA must be a minimum of four months and not exceed 12 months.
  - 2.     The annual review period will be linked to the employee's increment date or the anniversary of the employee's hire date if the employee does not receive increments.
- B.**     **Substance of a Performance Plan**

  - 1.     A performance plan must be established within 30 days after an employee attains merit status, begins work in a new position, or begins a new annual review period.
  - 2.     Each performance plan must state the performance expectations and standards for the employee during the review period. Performance expectations and standards should describe, at a minimum, the performance level of "Meet Expectations" in terms that allow reasonably

objective appraisal. Additional information on performance above and below this rating may be provided as guidance.

3. An IPPA must be consistent with MCFRS work programs and class specifications.
4. Performance standards designated as critical elements, essential to the competent performance of the position, must be explicitly identified in the performance plan.
5. The developmental action plan must include goals to address any single performance standard(s) previously rated at the "Does Not Meet Expectation" level and be reviewed in four months.

**C. Performance Planning Process**

1. If the employee refuses to sign the performance plan, the immediate supervisor must note on the plan that the employee saw the plan but refused to sign it.
2. An immediate supervisor must give an employee a copy of the employee's performance plan within 14 calendar days after the plan is established or revised.

**D. Performance Appraisal**

1. If more than one individual supervises an employee, each should participate in the performance appraisal and award of ratings. The supervisors should share this responsibility in a manner consistent with their roles in directing the employee's work. Only supervisors who have directed some aspect of the employee's work or have first hand knowledge or documentation of the employee's performance during the review period may participate in evaluating and/or rating the employees' performance.
2. If the employee has worked for a supervisor for six months or more, the current supervisor must complete the appraisal instrument as required.
3. If an employee has worked for a supervisor for less than six months, the current supervisor should consult with the previous supervisor in order to provide a proper assessment of the employee.

4. Supervisors may utilize supplemental information from other sources based on the employees work assignment.

**E. Frequency and Timing of Performance Appraisal**

1. An immediate supervisor must give each subordinate employee at least one written performance appraisal in every 12-month period within 30 days of the end of the review period.
2. An interim appraisal may be conducted for an employee who has been working under an IPPA for a minimum of four months. Examples of the situations where an interim appraisal may be warranted include, but are not limited to, change of supervisor, significant duty changes, and to document changes in performance. If an immediate supervisor conducts an interim appraisal, he or she must also conduct an annual evaluation for the employee at the appropriate time. With the exception of timing and re-establishment of a performance plan, all of the procedures for conducting an annual appraisal apply.
3. Developmental action plan goals established to improve performance for performance expectations rated as "Does Not Meet Expectations" on the previous performance appraisal must be reviewed periodically. If insufficient progress has been demonstrated, the supervisor should conduct a formal interim evaluation.

**F. Substance of Performance Appraisals**

1. An immediate supervisor must rate each applicable performance expectation and standard established in the performance plan.
2. An immediate supervisor must include a written summary supporting the employee's overall performance rating. This should include supporting documentation and comments about the employee's actual performance.
3. Any employee who is rated "Does Not Meet Expectations" must have specific examples described in the narrative component of the assessment instrument explaining the basis for the rating.
4. Documentation of performance deficiencies may include, but not be limited to, an annual or interim performance appraisal.

5.     The immediate supervisor should note accomplishment or progress toward a developmental action plan goal on the performance appraisal as appropriate.

G.     **Performance Rating** The immediate supervisor must rate an employee using one of the following four categories as indicated below:

1.     Exceptional: This rating applies to performance that constantly exceeds the requirements identified in the performance standard outlined in the IPPA. A bargaining unit member who is rated "Exceptional" overall was rated "Exceptional" on the majority of performance requirements.
2.     Above Expectation: This rating applies to performance that has met, and exceeds the requirements of the performance standard outlined in the IPPA. A bargaining unit member who is rated "Above Expectations" overall, was rated "Above Expectations" on the majority of performance requirements.
3.     Meets Expectations: This rating applies to performance that has met the basic requirements of the performance standard outlined in the IPPA. A bargaining unit employee who is rated "Meets Expectations" was rated "Meets Expectations" on the majority of performance requirements.
4.     Does Not Meet Expectations: This rating applies to performance that has not met the basic requirements of the performance standards outlined in the IPPA. A bargaining unit member who is rated "Does Not Meet Expectations" was rated "Does Not Meet Expectations" on the majority of performance requirements. An overall rating at the Does Not Meet Expectations level will result in establishment of a Work Improvement Plan.

H.     **Performance Appraisal Procedures**

1.     An employee may submit information to the immediate supervisor for consideration prior to assessment. Employees are encouraged to complete a self-assessment using the IPPA evaluation tool.
2.     The immediate supervisor must submit all assessments to the reviewing official prior to presenting the rating to the employee.

3. The reviewing official must ensure that appraisal is consistent with this procedure; and the overall rating is consistent with the individual elements of the plan.
4. An immediate supervisor must review and discuss the performance appraisal with the employee.
5. If an employee refuses to sign a performance appraisal, the appraisal must be referred to the reviewing official. The reviewing official must review the appraisal and consult with the employee and supervisor to determine why the employee refused to sign the appraisal. If the employee still refuses to sign the appraisal after this consultation, the supervisor must note on the appraisal that the employee saw the appraisal but refused to sign it.
6. Upon completion of the review with the employee, the performance appraisal will be forwarded through the chain of command to the employee's Battalion Chief to be filed. Assessments with an overall rating of "Exceptional" or "Does Not Meet Expectations" should be forwarded to the employee's Division Chief via the chain of command.
7. One copy of the appraisal must be given to the employee within 30 days of completion.

**Section 59.7 Work Improvement Plan Procedure**

- A. Prior to taking a performance-based personnel action, the employee must be:
  1. informed in writing of the problem;
  2. counseled as to what corrective action to take; and
  3. allowed an adequate and specific time-frame to improve or correct the performance deficiency.
- B. The immediate supervisor must also inform the employee that unless the employee's performance improves and is sustained at an acceptable level, the employee may be reassigned, demoted or terminated.
- C. The work improvement plan must be submitted to the reviewing official prior to being reviewed with the employee.

- D. The work improvement plan must be submitted to the Division Chief via the chain of command after being reviewed with the employee.

**Section 59.8 Retention of Performance Appraisals**

- A. Performance appraisals must be kept in an employee's official record for 5 years.
- B. Performance appraisals and supporting documentation may be kept in a departmental operating file for 5 years.
- C. One copy must be kept in the supervisory file for a period of one year.
- D. All electronic versions of the form must be safeguarded to protect unauthorized viewing.
- E. A finalized IPPA with signatures must be maintained.

**Section 59.9 Appeal**

The substance of an IPPA must not be the subject of a grievance. Grievances must be consistent with Article 38, Contract Grievance Procedure.

**Section 59.10 IPPA Instrument Format**

- A. All final IPPA forms must minimally include the following:
1. employee name;
  2. employee ID number;
  3. job title/rank;
  4. station/shift;
  5. supervisor name;
  6. review period beginning and ending dates;
  7. list or indication of additional feedback sources/supplied by: e.g. EMS quality assurance surveys, medical staff, and feedback from residents;
  8. signatures (including electronic substitutes) from supervisor and employee (as applicable) to establish plan;
  9. signatures (including electronic substitutes) to document progress discussion (as applicable);
  10. signatures (including electronic substitutes) from supervisor and employee to finalize performance appraisal;
  11. signature of the reviewing official;
  12. list of performance expectations, ratings and narrative comments;

Agreement between MCCFFA, IAFF, Local 1664, and Montgomery County  
for the Years July 1, 2005, through June 30, 2008

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- 13.    developmental action plan (as applicable);
- 14.    overall rating; and
- 15.    employee comments (as applicable).

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_\_ day of June, 2005.

MONTGOMERY COUNTY CAREER  
FIRE FIGHTERS ASSOCIATION  
LOCAL 1664, AFL-CIO

MONTGOMERY COUNTY, MARYLAND

By: \_\_\_\_\_  
John Sparks  
President

By: \_\_\_\_\_  
Douglas M. Duncan  
County Executive

By: \_\_\_\_\_  
Jeffrey Buddle  
Negotiations Chair

By: \_\_\_\_\_  
Tom Carr  
Fire Chief

By: \_\_\_\_\_  
James Beeken  
Negotiations Committee

By: \_\_\_\_\_  
William Chambers  
Negotiations Committee

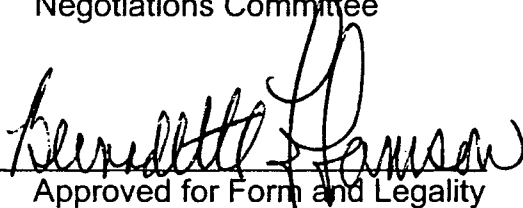
By: \_\_\_\_\_  
Mark Davies  
Negotiations Committee

By: \_\_\_\_\_  
Amy Davis  
Negotiations Committee



By: \_\_\_\_\_  
Stacey Jones  
Negotiations Committee

By: \_\_\_\_\_  
Matthew Trivett  
Negotiations Committee

By:  \_\_\_\_\_  
Approved for Form and Legality  
County Attorney

Date: 4/1/05

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE**

**EFFECTIVE JULY 10, 2005  
FISCAL YEAR 2006**

<b>GRADE</b>	<b>F1 FIRE FIGHTER RESCUER I</b>	<b>F2 FIRE FIGHTER RESCUER II</b>	<b>F3 FIRE FIGHTER RESCUER III</b>	<b>F4 MASTER FIRE FIGHTER RESCUER</b>	<b>B1 FIRE/RESCUE LIEUTENANT</b>	<b>B2 FIRE/RESCUE CAPTAIN</b>
A	\$35,903	\$37,698	\$39,583	\$43,542	\$47,901	\$54,016
B	\$37,160	\$39,018	\$40,969	\$45,066	\$49,578	\$55,907
C	\$38,461	\$40,384	\$42,403	\$46,644	\$51,314	\$57,864
D	\$39,808	\$41,798	\$43,888	\$48,277	\$53,110	\$59,890
E	\$41,202	\$43,261	\$45,425	\$49,967	\$54,969	\$61,987
F	\$42,645	\$44,776	\$47,015	\$51,716	\$56,893	\$64,157
G	\$44,138	\$46,344	\$48,661	\$53,527	\$58,885	\$66,403
H	\$45,683	\$47,967	\$50,365	\$55,401	\$60,946	\$68,728
I	\$47,282	\$49,646	\$52,128	\$57,341	\$63,080	\$71,134
J	\$48,937	\$51,384	\$53,953	\$59,348	\$65,288	\$73,624
K	\$50,650	\$53,183	\$55,842	\$61,426	\$67,574	\$76,201
L	\$52,423	\$55,045	\$57,797	\$63,576	\$69,940	\$78,869
M	\$54,258	\$56,972	\$59,820	\$65,802	\$72,388	\$81,630
N	\$56,158	\$58,967	\$61,914	\$68,106	\$74,922	\$84,488
O	\$58,124	\$61,031	\$64,081	\$70,490	\$77,545	\$87,446
LS*	\$60,159	\$63,168	\$66,324	\$72,958	\$80,260	\$90,507

\* Completion of 20 Years Service

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE**

**EFFECTIVE JANUARY 8, 2006  
FISCAL YEAR 2006**

<u>GRADE</u>	<u>F1 FIRE FIGHTER RESCUER I</u>	<u>F2 FIRE FIGHTER RESCUER II</u>	<u>F3 FIRE FIGHTER RESCUER III</u>	<u>F4 MASTER FIRE FIGHTER RESCUER</u>	<u>B1 FIRE/RESCUE LIEUTENANT</u>	<u>B2 FIRE/RESCUE CAPTAIN</u>
A	\$36,263	\$38,077	\$39,981	\$43,980	\$48,381	\$54,557
B	\$37,533	\$39,410	\$41,381	\$45,520	\$50,075	\$56,467
C	\$38,847	\$40,789	\$42,830	\$47,114	\$51,828	\$58,444
D	\$40,207	\$42,217	\$44,330	\$48,763	\$53,642	\$60,490
E	\$41,615	\$43,694	\$45,882	\$50,470	\$55,520	\$62,608
F	\$43,072	\$45,224	\$47,488	\$52,237	\$57,464	\$64,800
G	\$44,580	\$46,806	\$49,151	\$54,066	\$59,476	\$67,068
H	\$46,141	\$48,445	\$50,872	\$55,959	\$61,558	\$69,416
I	\$47,756	\$50,140	\$52,653	\$57,918	\$63,713	\$71,846
J	\$49,428	\$51,895	\$54,496	\$59,946	\$65,943	\$74,361
K	\$51,158	\$53,711	\$56,404	\$62,045	\$68,252	\$76,964
L	\$52,949	\$55,591	\$58,379	\$64,217	\$70,641	\$79,658
M	\$54,803	\$57,537	\$60,423	\$66,465	\$73,114	\$82,447
N	\$56,722	\$59,551	\$62,538	\$68,792	\$75,673	\$85,333
O	\$58,708	\$61,635	\$64,727	\$71,200	\$78,322	\$88,320
LS*	\$60,763	\$63,792	\$66,993	\$73,692	\$81,064	\$91,412

\* Completion of 20 Years Service

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE**

**EFFECTIVE JULY 9, 2006  
FISCAL YEAR 2007**

<b>GRADE</b>	<b>F1 FIRE FIGHTER RESCUER I</b>	<b>F2 FIRE FIGHTER RESCUER II</b>	<b>F3 FIRE FIGHTER RESCUER III</b>	<b>F4 MASTER FIRE FIGHTER RESCUER</b>	<b>B1 FIRE/RESCUE LIEUTENANT</b>	<b>B2 FIRE/RESCUE CAPTAIN</b>
A	\$37,714	\$39,600	\$41,580	\$45,738	\$50,317	\$56,740
B	\$39,034	\$40,986	\$43,036	\$47,339	\$52,079	\$58,726
C	\$40,401	\$42,421	\$44,543	\$48,996	\$53,902	\$60,782
D	\$41,816	\$43,906	\$46,103	\$50,711	\$55,789	\$62,910
E	\$43,280	\$45,443	\$47,717	\$52,486	\$57,742	\$65,112
F	\$44,795	\$47,034	\$49,388	\$54,324	\$59,763	\$67,391
G	\$46,363	\$48,681	\$51,117	\$56,226	\$61,855	\$69,750
H	\$47,986	\$50,385	\$52,907	\$58,194	\$64,020	\$72,192
I	\$49,666	\$52,149	\$54,759	\$60,231	\$66,261	\$74,719
J	\$51,405	\$53,975	\$56,676	\$62,340	\$68,581	\$77,335
K	\$53,205	\$55,865	\$58,660	\$64,522	\$70,982	\$80,042
L	\$55,068	\$57,821	\$60,714	\$66,781	\$73,467	\$82,844
M	\$56,996	\$59,845	\$62,839	\$69,119	\$76,039	\$85,744
N	\$58,991	\$61,940	\$65,039	\$71,539	\$78,701	\$88,746
O	\$61,056	\$64,108	\$67,316	\$74,043	\$81,456	\$91,853
LS*	\$63,193	\$66,352	\$69,673	\$76,635	\$84,307	\$95,068

\* Completion of 20 Years Service

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE**

**EFFECTIVE JANUARY 7, 2007  
FISCAL YEAR 2007**

<b><u>GRADE</u></b>	<b><u>F1 FIRE FIGHTER RESCUER I</u></b>	<b><u>F2 FIRE FIGHTER RESCUER II</u></b>	<b><u>F3 FIRE FIGHTER RESCUER III</u></b>	<b><u>F4 MASTER FIRE FIGHTER RESCUER</u></b>	<b><u>B1 FIRE/RESCUE LIEUTENANT</u></b>	<b><u>B2 FIRE/RESCUE CAPTAIN</u></b>
A	\$38,092	\$39,997	\$41,997	\$46,197	\$50,821	\$57,308
B	\$39,426	\$41,397	\$43,467	\$47,814	\$52,600	\$59,314
C	\$40,806	\$42,846	\$44,989	\$49,488	\$54,441	\$61,390
D	\$42,235	\$44,346	\$46,564	\$51,221	\$56,347	\$63,539
E	\$43,714	\$45,899	\$48,194	\$53,014	\$58,320	\$65,763
F	\$45,244	\$47,506	\$49,881	\$54,870	\$60,362	\$68,065
G	\$46,828	\$49,169	\$51,627	\$56,791	\$62,475	\$70,448
H	\$48,467	\$50,890	\$53,434	\$58,779	\$64,662	\$72,914
I	\$50,164	\$52,672	\$55,305	\$60,837	\$66,926	\$75,466
J	\$51,920	\$54,516	\$57,241	\$62,967	\$69,269	\$78,108
K	\$53,738	\$56,425	\$59,245	\$65,171	\$71,694	\$80,842
L	\$55,619	\$58,400	\$61,319	\$67,452	\$74,204	\$83,672
M	\$57,566	\$60,444	\$63,466	\$69,813	\$76,802	\$86,601
N	\$59,581	\$62,560	\$65,688	\$72,257	\$79,491	\$89,633
O	\$61,667	\$64,750	\$67,988	\$74,786	\$82,274	\$92,771
LS*	\$63,826	\$67,017	\$70,368	\$77,404	\$85,154	\$96,018

\* Completion of 20 Years Service

**MONTGOMERY COUNTY GOVERNMENT  
FIRE/RESCUE BARGAINING UNIT  
SALARY SCHEDULE**

**EFFECTIVE JULY 8, 2007  
FISCAL YEAR 2008**

<u>GRADE</u>	<u>F1 FIRE FIGHTER RESCUER I</u>	<u>F2 FIRE FIGHTER RESCUER II</u>	<u>F3 FIRE FIGHTER RESCUER III</u>	<u>F4 MASTER FIRE FIGHTER RESCUER</u>	<u>B1 FIRE/RESCUE LIEUTENANT</u>	<u>B2 FIRE/RESCUE CAPTAIN</u>
A	\$39,997	\$41,997	\$44,097	\$48,507	\$53,363	\$60,174
B	\$41,397	\$43,467	\$45,641	\$50,205	\$55,231	\$62,281
C	\$42,846	\$44,989	\$47,239	\$51,963	\$57,165	\$64,461
D	\$44,346	\$46,564	\$48,893	\$53,782	\$59,166	\$66,718
E	\$45,899	\$48,194	\$50,605	\$55,665	\$61,237	\$69,054
F	\$47,506	\$49,881	\$52,377	\$57,614	\$63,381	\$71,471
G	\$49,169	\$51,627	\$54,211	\$59,631	\$65,600	\$73,973
H	\$50,890	\$53,434	\$56,109	\$61,719	\$67,896	\$76,563
I	\$52,672	\$55,305	\$58,073	\$63,880	\$70,273	\$79,243
J	\$54,516	\$57,241	\$60,106	\$66,116	\$72,733	\$82,017
K	\$56,425	\$59,245	\$62,210	\$68,431	\$75,279	\$84,888
L	\$58,400	\$61,319	\$64,388	\$70,827	\$77,914	\$87,860
M	\$60,444	\$63,466	\$66,642	\$73,306	\$80,641	\$90,936
N	\$62,560	\$65,688	\$68,975	\$75,872	\$83,464	\$94,119
O	\$64,750	\$67,988	\$71,390	\$78,528	\$86,386	\$97,414
LS*	\$67,017	\$70,368	\$73,889	\$81,277	\$89,410	\$100,824

\* Completion of 20 Years Service

**PROMOTION/TRANSFER AGREEMENT FOR POSITIONS REQUIRING  
[PARAMEDIC] ALS CERTIFICATIONS**

Montgomery County has determined that provision of advanced life support (ALS) [paramedic] services, which includes EMT-I and EMT-P service, is a critical part of the services provided by the [Division of Fire and Rescue Services] Montgomery County Fire and Rescue Service to the citizens of our County. The goal of the [Division] County is to promote/transfer and maintain a sufficient number of employees who have, or are able to obtain, [paramedic] ALS certification as required by the County. It is also a goal of the [Division] County to move toward providing a "fire day" to [paramedics] ALS providers once every three weeks.

In order to achieve this goal, the County has actively recruited individuals, and you have been selected for either promotion or transfer to a position [which] that requires [paramedic] ALS certification from among the eligible applicants based on your present or anticipated Montgomery County, Maryland [paramedic] ALS certification.

In consideration of the preferential offer of promotion/transfer made to you, you must agree to all of the following continuing terms and conditions of employment. Failure to maintain any term or condition for the duration of the Agreement may result in your immediate involuntary demotion. The employer, Montgomery County, in its sole discretion, retains the exclusive right to offer alternatives such as transfer, [should] if you fail to maintain the Agreement's provisions.

**TERMS OF THE AGREEMENT**

1. I agree to maintain my [paramedic] ALS certification, as specified by Montgomery County, Maryland, for a continuous period of 3 years from date of promotion or transfer to a position requiring [paramedic] ALS certification. ALS certification includes certification as either an EMT-I or EMT-P. Upon completion of the 3<sup>rd</sup> year, I may maintain my [paramedic] ALS certification, or allow it to terminate, at my sole discretion, and without any penalty or loss of benefit associated with my employment with Montgomery County.
2. If I am promoted during the 3-year term of this Agreement, I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland [paramedic] ALS certification for the remainder of the 3-year term, even though I may be promoted to a position which does not require [paramedic] ALS certification.
3. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as a [paramedic] ALS provider at multiple work sites as determined by the employer.
4. I understand and agree that failure to maintain any of the terms or conditions of this Agreement for its duration may result in my immediate demotion. [Should] If I do not maintain my [paramedic] ALS certification for the required 3 consecutive years as I have

agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer occupational series. I fully agree and understand that management has this right, but I neither have, accrue, nor obtain any right, benefit, or privilege to retain position or rank with Montgomery County government [should] if I for any reason lose my [paramedic] ALS certification prior to the end of the 3 year Agreement period. I understand that I can grieve or arbitrate any action taken against me pursuant to Article 38 of the parties' Collective Bargaining Agreement as a result of my alleged failure to maintain the terms or conditions of this Agreement.

I acknowledge that I have read this Agreement and that I understand all of the terms and provisions contained in the Agreement. I further understand that all of the terms of this Agreement become binding upon my signature below.

_____	_____
Promotion/Transfer Candidate (sign/print name)	Date

_____	_____
Witness	Date

_____	_____
[Chief Roger W. Strock Division of Fire and rescue Services] <u>Fire Chief Thomas Carr Jr.</u>	Date



**AGREEMENT TO OBTAIN & MAINTAIN [PARAMEDIC] ALS CERTIFICATION**  
**EMPLOYEES HIRED AFTER AUGUST 1, 1998**

Montgomery County has determined that provision of advanced life support (ALS) paramedic services is a critical part of the services provided by the [Division of Fire and Rescue Services] Montgomery County Fire and Rescue Service to the citizens of our County. The goal of the [Division] County is to recruit or train, and retain a sufficient number of employees who have, or are able to obtain either, National Registry Emergency Medical Technician- Paramedic (NREMT-P) or National Registry Emergency Medical Technician-Intermediate certification as required by the County. It is also a goal of the [Division] County to move towards providing a "fire day" to [paramedics] ALS providers once every three weeks.

In order to achieve this goal, the County has actively recruited individuals who have expressed a desire to become a Montgomery County, Maryland [NREMT-P] certified [paramedic] ALS provider, and you have been selected for employment with Montgomery County, Maryland from among the eligible applicants based on your expressed intent to obtain such certification within [3] 5 years from date of employment with the County, at no cost to the employee.

In consideration of the preferential offer of employment made to you, you must agree to all of the following continuing terms and conditions of employment. Failure to maintain any term or condition for the duration of this Agreement may result in your immediate termination. The employer, Montgomery County, in its sole discretion, retains the exclusive right to offer alternatives, such as demotion or transfer, should you fail to maintain the Agreement's provisions.

**TERMS OF THE AGREEMENT**

1. I agree to obtain [paramedic] ALS certification within [three (3)] five (5) years of my employment with Montgomery County, Maryland, and I further agree to maintain Montgomery County, Maryland [NREMT-P paramedic] ALS certification for a period of 7 consecutive years from the date that I obtain initial Montgomery County, Maryland [NREMT-P paramedic] ALS certification. Upon completion of the 7th year, I may maintain my [paramedic] ALS certification, or allow it to terminate, at my discretion, and without any penalty or loss of benefits associated with my employment with Montgomery County. If I have not obtained this certification as described above within [3] 5 years from my date of appointment then I understand that my pay may be reduced, I may be demoted or reassigned, or my employment may be terminated.
2. If I am promoted during the 7-year term following my attainment of Montgomery County [NREMT-P paramedic] ALS certification, I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland [NREMT-P paramedic] ALS certification for the remainder of the 7-year term, even though I may be promoted to a position [which] that does not require [paramedic] ALS certification.
3. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as [a paramedic] an ALS provider at multiple work sites as determined by the employer.

4. I understand and agree that failure to maintain any terms or conditions of this Agreement for its duration may result in my immediate termination from employment. [Should] If I do not maintain my [paramedic] ALS certification for the required 7 consecutive years as I have agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer occupational series. I fully agree and understand that management has this right, but I neither have, nor accrue, nor obtain any right, benefit, or privilege to retain employment, or to receive an alternative assignment, [should] if I for any reason lose my [paramedic] ALS certification prior to the end of the 7 year Agreement period. I understand that upon completion of my probationary period I can grieve or arbitrate any action taken against me pursuant to Article 38 of the parties' collective bargaining agreement because of my alleged failure to maintain the terms or conditions of this Agreement.
  
5. If I do not obtain and maintain Montgomery County, Maryland [NREMT-P paramedic] ALS certification for 7 consecutive years and if I have obtained certification as [a paramedic] an ALS provider through an employer sponsored training program as described in paragraph one (1) above, then I agree to reimburse Montgomery County, Maryland for all reasonable costs of that training, including any overtime compensation which I have received in conjunction with this training, but not to exceed the sum of \$5,000. The training for which I may be held financially liable includes, but is not limited to, classroom training in provision of advanced emergency medical services, clinical training in both pre-hospital and hospital settings, and practical experience in the provision of advanced medical treatments for sick and injured persons.

I acknowledge that I have read this Agreement and that I understand all of the terms and provisions contained in the Agreement. I further understand that all of the terms of this Agreement become binding upon my signature below.

\_\_\_\_\_  
Employment Candidate (sign/print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Chief Roger W. Strock  
Division of Fire and rescue Services]  
Fire Chief Thomas W. Carr, Jr.

\_\_\_\_\_  
Date

## AGREEMENT TO MAINTAIN [PARAMEDIC] ALS CERTIFICATION

### EMPLOYEES HIRED AFTER AUGUST 1, 1998

Montgomery County has determined that provision of advanced life support (ALS) [paramedic] services is a critical part of the services provided by the [Division of Fire and Rescue Services] Montgomery County Fire and Rescue Service to the citizens of our County. The goal of the [Division] County is to recruit or train, and retain a sufficient number of employees who have, or are able to obtain either, National Registry Emergency Medical Technician-Paramedic (NREMT-P) [paramedic] or National Registry Emergency Medical Technician-Intermediate (NREMT-I) certification as required by the County. It is also a goal of the [Division] County to move towards providing a “fire day” to [paramedics] ALS providers once every three weeks.

In order to achieve this goal, the County has actively recruited individuals with [paramedic] ALS certifications, and you have been selected for employment with Montgomery County, Maryland from among the eligible applicants based on your present [paramedic] ALS certification with Montgomery County, Maryland or another certifying agency.

In consideration of the preferential offer of employment made to you, you must agree to all of the following continuing terms and conditions of employment. Failure to maintain any term or condition for the duration of this Agreement may result in your immediate termination. The employer, Montgomery County, in its sole discretion, retains the exclusive right to offer alternatives, such as demotion or transfer, should you fail to maintain the Agreement's provisions.

### TERMS OF THE AGREEMENT

1. I agree to obtain Montgomery County, Maryland [NREMT-P paramedic] ALS certification within one (1) year from my date of hire. The employer, Montgomery County government, agrees to assist and support me in obtaining the necessary reciprocity or remedial training necessary to obtain this certification, at no cost to me. I understand and agree to aggressively participate in any required remedial training, and/or complete any reciprocity process required to obtain this certification.
2. Once I have obtained Montgomery County, Maryland [NREMT-P paramedic] ALS certification, I agree to maintain Montgomery County, Maryland [NREMT-P paramedic] ALS certification for a period of 7 consecutive years from date of employment, or from initial Montgomery County, Maryland [NREMT-P paramedic] ALS certification, whichever occurs later. Upon completion of the 7th year, I may maintain my [paramedic] ALS certification, or allow it to terminate, at my discretion, and without any penalty or loss of benefits associated with my employment with Montgomery County.
3. If I am promoted during the 7-year term of this Agreement I fully agree and understand that I remain obligated to maintain Montgomery County, Maryland [NREMT-P paramedic] ALS certification for the remainder of the 7-year term, even though I may be promoted to a position which does not require ALS certification.

4. I further understand that it is within the employer's sole discretion to regularly and routinely assign me to work as [a paramedic] an ALS provider at multiple work sites as determined by the employer.
  
5. I understand and agree that failure to maintain any of the terms or conditions of this Agreement for its duration may result in the immediate termination of my employment. [Should] If I do not obtain Montgomery County [NREMT-P paramedic] ALS certification within one (1) year, or maintain my [paramedic] ALS certification for the required 7 consecutive years as I have agreed to do, I understand that the employer, at their sole discretion, may provide alternative work placement for me in the Firefighter/Rescuer occupational series. I fully agree and understand that management has this right, but I neither have, nor accrue, nor obtain any right, benefit, or privilege to retain employment with Montgomery County, Maryland, or to receive an alternative assignment, should I for any reason lose my [paramedic] ALS certification prior to the end of the 7 year Agreement period. I understand that upon completion of my probationary period I can grieve or arbitrate any action taken against me pursuant to Article 38 of the parties' collective bargaining agreement because of my alleged failure to maintain the terms or conditions of this Agreement.
  
6. If I do not maintain Montgomery County, Maryland [NREMT-P paramedic] ALS certification for 7 continuous years and if I have obtained certification as [a paramedic] an ALS provider through an employer sponsored program as described in paragraph one (1) above, then I agree to reimburse Montgomery County, Maryland for all reasonable costs of that training, including any overtime compensation which I have received in conjunction with this training, but not to exceed the sum of \$5,000. The training for which I may be held financially liable includes, but is not limited to, classroom training in provision of advanced emergency medical services, clinical training in both pre-hospital and hospital settings, and practical experience in the provision of advanced medical treatments for sick and injured persons.

I acknowledge that I have read this Agreement and that I understand all of the terms and provisions contained in the Agreement. I further understand that all of the terms of this Agreement become binding upon my signature below.

_____	_____
Employment Candidate (sign/print name)	Date
_____	_____
Witness	Date
_____	_____
[Chief Roger W. Strock Division of Fire and rescue Services] <u>Fire Chief Thomas W. Carr Jr.</u>	Date